



# Board of County Commissioners Agenda Request

## 6B

Agenda Item #

**Requested Meeting Date:** November 14, 2023

**Title of Item:** Personnel Policy Updates

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <small><i>*provide copy of hearing notice that was published</i></small>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
<b>Submitted by:</b> Bobbie Danielson		<b>Department:</b> Human Resources
<b>Presenter (Name and Title):</b> Bobbie Danielson, HR Director		<b>Estimated Time Needed:</b> 5 Minutes
<b>Summary of Issue:</b>  <p>Personnel policies are updated on an ongoing basis, as needed. The attached outlines current revisions and an update will be posted on the intranet, contingent upon Board approval.</p> <p>Additional updates will follow before end of the year related to recent legislative changes, such as an Earned Sick and Safe Time (ESST) policy update.</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b> If you have any questions or require additional information prior to the meeting, please feel free to contact me.		
<b>Recommended Action/Motion:</b> Motion to adopt the attached Personnel Policy, effective November 14, 2023.		
<b>Financial Impact:</b> Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

Legally binding agreements must have County Attorney approval prior to submission.



# Personnel Policy

Adopted: July 28, 2015

Last Revision: [November 14, 2023](#)

**Deleted:** March 1, 2022

If you have any suggestions for changes to policy content, please contact HR, or [click here to submit ideas for changes](#). All suggestions are welcome.

**Deleted:** 1/21/2022: This policy is currently under review for additional content and formatting updates.

**Deleted:** [click here to submit ideas for changes](#).

**Our Vision:** We strive to be a county of safe, vibrant communities that place value on good stewardship of local resources.

**Our Mission:** Aitkin County's mission is to provide outstanding service in a fiscally responsible manner through innovation and collaboration with respect for all.

**Our Core Values:** Collaboration, Innovation, Integrity, People-Focused, Professionalism

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## ARTICLE I INTRODUCTION

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### Section A. Purpose

It is the purpose of this Personnel Policies and Procedures Manual to provide a uniform, comprehensive and effective system of personnel administration in Aitkin County and to establish procedures which will serve as a guide to administrative action concerning personnel activities and transactions.

It is the further purpose of this Personnel Policies and Procedures Manual to ensure:

- (a) A spirit of confidence and cooperation between the Board and its employees.
- (b) That all appointments and promotions to positions in the County service shall be made on the basis of job-related qualifications.
- (c) That position classification and compensation plans shall be adopted which will conform to the principle of like compensation for like work.
- (d) That the citizens of Aitkin County can be assured that their best interests are being served by the employment of the most qualified personnel available.
- (e) Fair treatment of applicants and employees in all aspects of personnel administration without regard to race, color, creed, religion, national origin, citizenship, sex, marital status, familial status, pregnancy, disability, public assistance status, age, sexual orientation including gender expression and identity, political affiliation, veteran status, genetic information, local human rights commission activity, or other protected-class status, and with proper regard for the privacy and constitutional rights of applicants and employees.

### Section B. Adoption

Subd. (1) This Personnel Policies and Procedures Manual was approved by the County Board of Commissioners at a regular board meeting on December 18, 2018, with revisions to be effective on January 1, 2019, and on subsequent dates as revised. Any changes in the content of the Personnel Policies and Procedures Manual must be approved by the Board of County Commissioners.

Subd. (2) Upon approval by the County Board, this Personnel Policies and Procedures Manual shall supersede all existing policies or rules that in any way conflict with these Personnel Policies and Procedures. The 2015 Non-union Compensation Guidelines shall become null and void and are also superseded by this policy update.

Subd. (3) To the extent that federal or state statutes or regulations change, this Personnel Policies and Procedures Manual shall be construed as consistent with those changes.

**Section C. Administration Of The Manual**

Subd. (1) Copies of this Personnel Policies and Procedures Manual shall be made available to all employees, appointing authorities, and interested union representatives. Copies of this Manual shall be on file in the Human Resources Department, and shall be available for public review upon request.

Subd. (2) The Aitkin County Board of Commissioners, through the County Administrator shall administer this Personnel Policies and Procedures Manual.

Subd. (3) The County Administrator or designee shall provide the necessary forms and reports for all personnel changes in the County under this Personnel Policies and Procedures Manual.

Subd. (4) This Manual may be amended whenever such an amendment is deemed necessary. Changes to the manual may be initiated by:

- (a) The County Board
- (b) The County Administrator
- (c) A Department Head

Subd. (5) All proposed changes shall be referred to the County Administrator or designee who shall make a recommendation to the County Board within a reasonable amount of time. Upon receipt of the County Administrator or designee's recommendation, the County Board may approve or reject the changes. The initiator of the change will be informed in writing of the status of the proposed change and anticipated time frame for a County Board response.

**Section D. Savings Clause**

In the event any provision of this Personnel Policies and Procedures Manual shall be held to be contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided, or is contrary to an administrative ruling or is in violation of legislation or administrative regulations, such provision shall be null and void. All other provisions shall continue in full force and effect.

**Section E. Departmental Rules**

Subd. (1) In accordance with this Personnel Policies and Procedures Manual, each Department Head may establish a set of rules. Such rules shall be established for the purpose of handling personnel matters particular to the department concerned and shall be governed by this Personnel Policies and Procedures Manual.

Subd. (2) The Department Head is responsible to ensure that departmental rules remain in compliance with County policies and procedures, including but not limited to this Personnel Policies and Procedures Manual.

Subd. (3) Insofar as departmental personnel administration rules do not conflict with this Personnel Policies and Procedures Manual, they may be approved by the Department Head with the advice and consent of the County Administrator. Departmental rules which conflict with this Manual, but are necessary for the efficient and effective operations of the Department, may be presented to the County Board for consideration. The County Board must approve rules which conflict with this Manual prior to their implementation.

**Section F. Collective Bargaining Agreements**

Subd. (1) Employees who are subject to collective bargaining agreements as negotiated in accordance with the Public Employment Labor Relations Act, Minnesota Chapter 179A shall be exempt from those provisions of this Manual which are inconsistent with the provisions of such collective bargaining agreements.

Subd. (2) Aitkin County collective bargaining agreements recognized by the Minnesota Bureau of Mediation Services include:

- (a) Teamsters General Local Union No. 346 (Supervisory Unit)
- (b) Teamsters General Local Union No. 346 (Licensed Essential Unit)
- (c) Teamsters General Local Union No. 346 (Non-Licensed Essential Unit)
- (d) American Federation of State, County and Municipal Employees, AFL-CIO, Local Union No. 667 (Courthouse Unit)
- (e) American Federation of State, County and Municipal Employees, AFL-CIO, Local Union No. 1283 (Health & Human Services Unit)
- (f) International Union of Operating Engineers, Local #49

**Section G. Other Agreements:**

Employees who are subject to an individual agreement with the County Board shall be exempt from those provisions of this Manual which are inconsistent with the provisions of such an agreement.

**Section H. Management Rights**

The County Board retains the full and unrestricted right to operate and manage all personnel, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish work schedules, and to perform any inherent managerial function not specifically limited to by current collective bargaining agreements, this Personnel Policies and Procedures Manual, County Board resolutions, and state and federal statutes.



## ARTICLE II DEFINITION OF TERMS

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The following words and phrases in the Personnel Policies and Procedures Manual shall have the meaning as indicated.

**Anniversary Date** - The first day of work with the County shall be the employee's date of hire and shall become the employee's anniversary date. This date is used for the determination of eligibility for benefits and some benefit levels. An employee's anniversary date will remain the same, unless he or she has an unpaid leave of absence from work of 31 calendar days or more. If an employee has such a leave of absence, his or her anniversary date will be adjusted forward by the number of days leave beyond 30 calendar days. The new date will become the employee's "adjusted" anniversary date. The employee's date of hire will remain the same, regardless of any time away from work. A leave of absence of 30 calendar days or less will not affect the employee's anniversary date. An employee's anniversary date may also be adjusted when he or she is promoted, demoted, or transferred to a new job classification within the County. Employees who terminate, and are rehired at a later date, will start their employment over with a new hire date and anniversary date.

**Arbitration** - The process of submitting a dispute or an unresolved grievance to an impartial third party for a binding decision.

**At-Will Employee** - The employer is free to terminate an employee for any reason or for no reason at all, as long as it is not an unlawful reason. The employee is also free to terminate employment at any time.

**Background Check** - Verification of information provided on application, resume, or during an interview and a review of criminal records. The individual must sign a release of information form.

**Bargaining Unit** - A group of employees with a clear and identifiable community of interests who are represented by a labor union in collective bargaining and other dealings with management. The bargaining unit is defined and set forth in the Certification of Exclusive Representative issued by the Minnesota Bureau of Mediation Services.

**Class** - One or more positions sufficiently similar with respect to duties and responsibilities; that the descriptive title may be used with clarity to designate each position allocated to the class; that the same general performance qualifications are applicable or that the same level of compensation can be applied.

**Classification** - The act of grouping positions into classes with regard to duties, educational requirements, and responsibilities.

**Compensatory Time Off** - Paid time off given to reimburse an employee for extra time or effort expended in lieu of overtime pay.

**Confidential Data** on Individuals - Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

**Confidential Employee** - An employee who as part of the employee's job duties: (1) is required to access and use labor relations information; or (2) actively participates in the meeting and negotiating on behalf of the public employer.

**County Board** - The elected Aitkin County Board of Commissioners.

**Department Head** - A director of a County department as designated by the Board of Commissioners or elected to a County office by the public. Department Heads are considered exempt from the requirements of the Fair Labor Standards Act and are excluded from the Minnesota Veterans Preference Act in discipline, discharge or job elimination. Department Heads are defined as follows:

<b>Appointed:</b> County Administrator County Assessor County Engineer Environmental Services Director Health and Human Services Director Human Resources Director IT Manager Land Commissioner	<b>Elected:</b> County Attorney County Auditor County Recorder County Sheriff County Treasurer  <i>Elected officials are excluded from provisions of this Personnel Policies and Procedures Manual, such as Employee Benefits, except for insurance, and other provisions as noted within as well as any section pre-empted by their duties and privileges in accordance with Minnesota Statutes.</i>
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**Employee** - A person holding a paid position within the County.

**Employer** - County of Aitkin.

**Essential Employee** - Firefighters, peace officers subject to licensure under Minnesota Statutes Sections §626.84 to §626.863, 911 system and police and fire department public safety dispatchers, guards at correctional facilities, confidential employees, supervisory employees, assistant County attorneys, assistant city attorneys, principals, and assistant principals.

**Exempt Employee** - All bona fide professional, administrative, and executive employees who do not receive overtime and are exempt from the requirements of the Fair Labor Standards Act.

**Exit Interview** - A structured interview conducted at the time of separation from employment.

**Flex Schedule** - A scheduling plan that permits employees to provide input regarding their work hours while meeting the needs of the County and with Department Head approval.

**Full-time** - Employees scheduled to work the normal workweek of the organization.

**Job Description** - See Position Description.

**Job Evaluation** - A systematic way of determining the value of a job in relation to other jobs in the organization for the purpose of establishing a rational pay structure. The position description is the basis for a job evaluation. The result consists of assigning jobs to salary grades.

**Layoff** - Dismissal or suspension of an employee due to lack of work or budgeting constraints. The layoff they can be temporary or permanent.

**Long-Term Disability Insurance** - An insurance policy with benefits that begin for covered employees on the 91<sup>st</sup> day of a qualifying disability and are payable for injury, sickness or pregnancy up to the employee's normal retirement age, as defined by Social Security. (Teamsters and L49 members have separate disability insurance included with their union Health Fund plan; refer to the union's plan documents for disability insurance information.)

**Minimum Qualifications** - The minimum requirements and experience necessary to perform and/or obtain a given job.

**Near Miss** - A potentially serious situation or series of events that could have resulted in injury.

**Non-exempt** - Employees who are subject to minimum wage and overtime requirements under the Fair Labor Standards Act (FLSA).

**Organizational Chart** - A diagram showing the relationships between various positions within the organization.

**Orientation** - Introduction given to new employees regarding the organization's strategic vision, environment, policies and procedures.

**Overtime** - Hours worked in excess of a regular work day or a work day under a flexible schedule.

**Part-time** - Employees scheduled to work less than a full-time work schedule.

**Performance Management** - An ongoing process of communication between a supervisor and an employee that occurs throughout the year, in support of accomplishing the strategic objectives of the organization.

**Personnel Committee** - Comprised of two Commissioners appointed by the Board, County Administrator, and Human Resources Director. The purpose of the Personnel Committee is to

ensure Board oversight of administrative personnel activities. The Personnel Committee is not a decision-making body and may only make recommendations to the County Board or County Administrator. The Personnel Committee has wide latitude to request information and reports related to personnel from Administration and Human Resources.

**Position Description** - A written summary of information and tasks necessary to perform a job which includes, but is not limited to, a job summary, essential functions, minimum qualifications, knowledge, skills and abilities required, physical activity requirements, FLSA status, and other relevant job information.

**Private Data** - Data which is made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of that data.

**Probationary Period** - A period of time during which a new employee is required to demonstrate a satisfactory capability of performing the duties of the position.

**Professional** - Occupations that require specialized knowledge acquired through college training, other related training, or through work experience.

**Public Data** - Data which is accessible to the public in accordance with the provisions of Minnesota Statutes §13.03.

**Regular Full-time Employee** - A full-time employee who has successfully completed the probationary period.

**Regular Part-time Employee** - An employee who works less than the standard work hours and was hired for service duration in excess of one year, and who has successfully completed the probationary period.

**Resignation** - The voluntary termination of employment by an employee.

**Salary** - Fixed compensation paid bi-weekly.

**Seasonal Employee** - A temporary employee hired to cover increased workloads due to peak business demands. Seasonal employees are not eligible for benefits and the position duration is generally not for more than 67 working days in any calendar year; or not for more than 100 working days in any calendar year if the employee is under the age of 22 and is a full-time student enrolled in a nonprofit or public educational institution prior to being hired by the employer, and have indicated, either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as a student during or after their temporary employment with the County.

**Short-Term Disability Insurance** - A voluntary insurance policy with benefits that begin on the 15<sup>th</sup> day of a qualifying disability and are payable for accident or sickness up to 11 weeks or until LTD begins, whichever is earlier. (Teamsters and L49 members have separate disability insurance

included with their union Health Fund plan; refer to the union's plan documents for disability insurance information.)

**Supervisor** - An employee delegated responsibility for the day to day administration of a work unit.

**Suspension** - A forced leave of absence with or without pay for disciplinary purposes or pending investigation of specific charges made against an employee.

**Temporary Employee** - An employee hired for a pre-established period of time which may not exceed twelve months. Temporary employees work standard work hours but are not seasonal. Temporary employees are not eligible for benefits.

**Termination** - a voluntary resignation, involuntary discharge, or discontinuation of employment with the County.

**Transfer** - A lateral movement from one job to another of the same grade level. A transfer can include moving from one department to another department.

**Veteran** - Applicants and employees who are entitled to veteran's preference as defined by Minnesota Chapter 196.

## ARTICLE III EMPLOYMENT

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### Section A. Equal Employment Opportunity Policy Statement

Purpose: To affirm Aitkin County's policy of providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof, specifically Minnesota Statutes §363.

Aitkin County will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, citizenship, sex, marital status, familial status, pregnancy, disability, public assistance status, age, sexual orientation including gender expression and identity, political affiliation, veteran status, genetic information, local human rights commission activity, or other protected-class status.

Aitkin County will take Affirmative Action to ensure that all employment practices are free of such discrimination. Such employment practices included, but are not limited to, the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination and rates of pay or other forms of compensation.

Aitkin County will use its best effort to afford minority and female business enterprises with the maximum practicable opportunity to participate in the performance of subcontracts for construction projects that this County engages in.

Aitkin County fully supports incorporation of non-discrimination and Affirmative Action rules and regulations into contracts.

Any employee of this County, who does not comply with the Equal Employment Opportunity Policies and Procedures as set forth in this statement, will be subject to disciplinary action. Any subcontractor not complying with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of the Federal, State and Local governing bodies or agencies thereof, specifically Minnesota Statutes §363 will be subject to appropriate legal sanctions.

If any employee or applicant for employment believes he/she has been discriminated against, he/she should contact the County Administrator or the Human Resources Department, Aitkin County Courthouse, 307 2nd Street NW, Room 312, Aitkin, MN 56431 or (218) 927-7306.

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Chairperson - Aitkin County Board of Commissioners

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Date

**Section B. Recruitment Procedures**

Purpose: To ensure consistent procedures are utilized to recruit the best possible candidate in the most efficient way possible for each position.

Subd. (1) Roles and Responsibilities

- (a) The Human Resources Director or designee has the primary responsibility for coordinating recruitment, screening, interviewing and facilitating hiring recommendations of new employees. The Human Resource Director or designee will be the primary point of contact for all applicants until a conditional job offer has been made.
- (b) The Department Head or supervisory designee is responsible for making the final recommendation on all job offers.
- (c) The County Administrator must approve the recommendation for previously budgeted positions. The Administrator may also approve recommendations for temporary unbudgeted positions, up to 67 days per calendar year in duration.
- (d) The Aitkin County Board of Commissioners must approve the recommendation for newly created or unbudgeted positions (with the exception of unbudgeted temporary positions as noted in (c) above).

Subd. (2) All Permanent County Job Openings will be Posted

- (a) All permanent job openings will be posted internally on the intranet and on the bulletin board outside of the Human Resources office and advertised externally simultaneously, unless the County is precluded from doing so by a collective bargaining agreement. Each notice will include the posting date, job title, department, position description, pay range, and closing date or open until filled notation. Qualified County employees who apply will be given consideration. Temporary and seasonal job openings may be posted, filled by word of mouth advertising, or with returning staff members as deemed most suitable for the position.
- (b) All bargaining unit job openings will be posted according to applicable collective bargaining agreements.
- (c) All employees (probationary and non-probationary) are eligible to apply for internal vacancies or transfers, unless an applicable collective bargaining agreement provides otherwise.
- (d) If applicable, employees must be Merit System eligible. All HHS Department positions are hired from Merit System registers, except the HHS Director position which is exempted from merit personnel system coverage (5 CFR 900.602). Minnesota Merit System's online [application center](#) and hiring practices shall apply where applicable.

**Section C. Hiring Practices**

Purpose: To fill newly created or vacant County positions.

Subd. (1) County Application

Application forms and position descriptions are available in the Human Resources Department. Completed application forms are to be submitted electronically to the Human Resources Department by the published deadline. Late applications will not be considered.

Subd. (2) Designation of Data (§13.43, Subd. 3)

Except for applicants to undercover law enforcement officer positions, the following personnel data on current and former applicants for employment by the County is public data:

- (a) Names of applicants when determined to be eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position. For purposes of this section, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.
- (b) Veteran status.
- (c) Relevant test scores.
- (d) Rank on eligible list.
- (e) Job history.
- (f) Education and training.
- (g) Work availability.
- (h) Personnel examinations and answer keys are nonpublic data, except pursuant to valid court order.

Subd. (3) Applications For and the Filling of Vacancies

The following procedure will be followed:



- (a) Aitkin County will afford employment to the applicant possessing the best qualifications that fit the requirements of the job regardless of race, color, creed, religion, national origin, citizenship, sex, marital status, familial status, pregnancy, disability, public assistance status, age, sexual orientation including gender expression and identity, political affiliation, veteran status, genetic information (including family medical history), local human rights commission activity, or other protected-class status.
- (b) Job requirements will be posted and included on the position description.
- (c) A high school diploma or equivalent is generally required as consideration for employment.
- (d) Any testing requirements will be conducted by the Human Resources Director or designee or by the Minnesota Merit System and will only be used for testing skills specifically required for the job.
- (e) Where applicable, Minnesota Merit System's online application center and hiring practices will be used.
- (f) All applications will be required to be completed on the Aitkin County official application forms or Minnesota Merit System forms when applicable. Resumes cannot be substituted for the application forms.
- (g) When an opening exists or is contemplated for a bargaining unit position, applicable provisions from a collective bargaining agreement shall be followed.
- (h) Job applications are to be submitted for a designated position and must be received before the published deadline, if applicable.

Subd. (4) Advertisement for External Applicants:

Sources for recruiting employees from outside are listed below:

- (a) Advertising will be placed on the County's website, AMC website, Aitkin County Job Opportunities Facebook page, and sent to the [Grand Rapids WorkForce Center](#), [Aitkin WorkForce Center](#), [Brainerd WorkForce Center](#), and the [Mille Lacs Band of Ojibwe](#). The advertisement of select County positions may also appear in the designated County [newspaper or other publications](#) as recommended by the Department Head, Human Resources Director, County Administrator and/or County Board.
- (b) Job applications from the general public for employment will only be accepted in the event that there are position vacancies.

Subd. (5) Position Description

- (a) If the Department Head or County Administrator determines that the position description needs to be reviewed and updated, the Human Resources Director or designee will assist the Department Head to make revisions.
- (b) The County Administrator or designee may approve revisions to the position description provided the classification of the position will not increase due to the updates.
- (c) The County Board must approve revisions to the position description if the revisions will result in an increase in classification.
- (d) The minimum qualifications shall be established prior to any external advertising.

Subd. (6) Screening Process

- (a) All applications will be reviewed and screened by the Human Resources Director or designee for minimum qualifications. All candidates listed on the Minnesota Merit System Register are deemed to meet minimum qualifications.
- (b) The hiring Department Head or designee may review qualified applications for further screening, if desired. The hiring Department Head or designee may request to view all applications received for the position, regardless of qualifications.
- (c) The Department Head will choose the candidates for interview, or will delegate this responsibility to a supervisor in the department and/or to the HR Director.
- (d) Applicants who have previously been interviewed and declined for a position within the past 12 months of the interview date (deemed not the right match for the role or organization), who have been backgrounded and received negative references, who do not return calls or emails for screening or interviews, or who have not showed for interviews may be unselected or not chosen as a finalist for interview if deemed appropriate by the department head and HR Director.

**Deleted:** At a minimum, the top 3 scoring (qualified) finalists, all qualified Veterans as defined by MN Statute ~~197.447~~, and all qualified internal candidates will be invited for an interview. [Last sentence Board approved 6/13/2022.]

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Subd. (7) Interview

- (a) The Human Resources Director or designee is responsible for coordination of interviews. Best practices for interviews will be followed, as determined by legal counsel, the County Administrator, and Human Resources Director.

- (b) The interview teams for all positions will typically be comprised of a combination of the supervisor(s), department head, and HR Director or designee. The panel should include at least one employee of the county who has attended training on employment law and best practices related to interviews. Upon request of the County Administrator, County Board representative(s) or external subject matter experts may be asked to participate in the interview portion of the hiring process if the opening is for a Department Head position.
- (c) Any candidate not receiving an interview will be notified in writing or via email. If a candidate is interviewed, but not selected for the position, the Human Resources Director or designee shall notify the candidate. The Human Resources Director or designee shall be responsible for notification to the candidates.

Subd. (8) Conditional Job Offer

- (a) The Human Resources Director or designee and the Department Head or designee will review and evaluate the experience and qualifications of the applicants for a position and may assign experience credit deemed reasonable. This will be the starting salary proposed to the County Administrator for approval of the applicant.
- (b) Once a candidate is selected for the position, a conditional job offer will be made by the Human Resources Director or designee.

Subd. (9) Reference and Background Checks

- (a) Employment references will be checked on all candidates conditionally offered employment with Aitkin County.
- (b) Criminal background checks will be done by the HR Director or designee, through a firm specializing in background investigation and pre-employment screening services, by the Bureau of Criminal Apprehension, and/or by the Aitkin County Sheriff's Office on the candidate conditionally offered employment with Aitkin County and in accordance with the law.

Subd. (10) Pre-Employment Physical

- (a) Candidates in selected job classes who have received a conditional offer of employment will be required to pass a Health Screening/Pre-Employment Physical.
- (b) The Health Screening/Pre-Employment Physical shall be conducted by a local medical facility or correctional jail nurse, at no cost to the applicant.
- (c) The Human Resources Director or County Administrator may approve an alternate pre-employment physical site when deemed necessary.

Subd. (11) Hiring Of Relatives

- (a) The employment of relatives in the same area of an organization may cause conflicts. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment may be carried into day-to-day working relationships.
- (b) Relatives of persons currently employed by Aitkin County may be hired only if they will not be working directly for or supervising a relative within the organization. This policy applies to any person, higher or lower in the organization, who has the authority to review employment decisions. Aitkin County employees cannot be transferred into such a reporting relationship.
- (c) For the purposes of this section, a relative includes: child, step-child, parent, step-parent, sibling, step-sibling, grandparent, grandchild, the employee's fiancé, spouse, spouse's parent, spouse's step-parent, spouse's sibling, spouse's step-sibling and any other person whom the employee has been declared legal guardian.

**Subd. (12) Employee Relationships outside of the workplace**

Aitkin County desires to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism, possible claims of sexual harassment and the employee morale and dissension problems that can potentially result from intimate relationships involving managerial and supervisory employees in the County or certain other employees in the County.

Accordingly, Department Heads and Supervisors are discouraged from fraternizing or becoming romantically involved with any subordinate employee in the department.

All employees should also remember that the County maintains a strict policy against unlawful harassment of any kind, including sexual harassment. The County will vigorously enforce this policy consistent with all applicable federal, state, and local laws.

**Section D. Orientation**

Purpose: To clarify a new employee's role in the organization as a whole and to explain applicable personnel policies and procedures and/or provisions of the applicable collective bargaining agreement. The Human Resources Director or designee, the Payroll Technician or designee, and the individual's immediate Supervisor share the responsibility for orientation.

Subd. (1) The orientation of a new employee is the final step in the hiring process. The County has an orientation program for all new employees, including:

- Payroll, E-time, and Benefits Orientation (HR/Payroll)
- General Orientation, Policies, and Training (HR/Payroll)
- Position, Department, Performance Management, and Social Orientation (Immediate Supervisor or Department Head)

**Section E. Probationary Period**

Purpose: To provide a time frame for the employee's supervisor to observe the employee's fitness for continued employment with the County. The probationary period shall be utilized by supervisors to closely observe the employee to determine whether the employee will be able to meet the organization's core values, the Department demands, and become a contributing member to the County's workforce or whether it is necessary to remove the employee whose performance does not meet the values and performance standards.

Subd. (1) All County employees will serve and successfully complete a probationary period.

Subd. (2) All newly hired or promoted non-union employees will be on a probationary period for six (6) calendar months unless specified otherwise by statute. Employment may be terminated for any reason during this period unless specified otherwise by statute. Upon request of the Department Head, the County Administrator or designee may extend the probationary period by up to 6 months. Under no circumstances may a probationary period exceed 12 months. The employee will be notified in writing and informed of performance deficiencies and offered assistance to improve performance.

Subd. (3) If the employee takes a leave of absence while on probation, the probationary period shall be extended by a period of time equal to the total number of calendar days on leave.

Subd. (4) Union employees will follow the probationary periods as they are defined in the applicable collective bargaining agreement.

Subd. (5) Probationary employees are eligible to apply for other positions for which they are qualified.

**Section F. Access To Personnel Files**

Purpose: Aitkin County maintains a personnel file on each employee. Personnel files are the property of Aitkin County. Aitkin County allows access to personnel files in accordance with applicable law.

Personnel and payroll files are kept in the Human Resources Department.

**Access**

Employees are permitted reasonable access to their personnel files, including medical, workers' compensation, and immigration files, by appointment during regular business hours. A request for access by an employee must be submitted in writing to the Human Resources Director or designee.

**Copies**

Employees may receive a copy of any information in their personnel file at the expense of the County.

#### Additions and Corrections

Employees are permitted to propose the addition of material and changes to any information in their personnel files. A proposal to add information or change information is subject to review by the immediate supervisor and the Human Resources Director. If there is a dispute between the supervisor and the employee concerning any added or corrected information, a meeting will be set up with the employee, supervisor and Human Resources Director to resolve the disagreement.

#### Access by Other Employees And Supervisors

- (a) Personnel records and medical, workers' compensations, and immigration files of employees may be accessed by other employees and supervisors on a need-to-know basis in the course of performing their job functions and in accordance with applicable laws.
- (b) In other situations, personnel records and other data on employees may only be accessed pursuant to the Minnesota Government Data Practices Act, Minn. Stat. §13.01 et seq.

#### Access by Former Employees

Former employees may have reasonable access to their personnel records in accordance with applicable laws.

#### Documents Contained in the Personnel File

Employees shall be notified of any entry to their personnel file concerning performance evaluations or discipline. Payroll records, such as Forms I-9, W-2, and timesheets, shall be maintained in payroll files in the HR Department. Employee medical information will be kept in a separate medical file. Workers' compensation information will be kept in a separate workers' compensation file.

### **Section G. Hours Of Work**

Purpose: To define the schedule of work hours for Aitkin County employees as determined by operational needs and demands of Aitkin County. Hours of work generally include all of the time an employee is on duty at the employer's establishment or at a prescribed work place, as well as all other time during which the employee is suffered or permitted to work for the employer.

The normal workweek of the organization is Monday through Friday, 8:00 a.m. to 4:30 p.m.; however, it is expected that all staff will provide service necessary to carry out the functions of their position which includes weekends and evenings as required. Department Heads are authorized to establish schedules to meet the business needs of their department.

#### Flexible Schedules

- (a) Flexible hours for staff may be arranged with the Department Head or designee provided the normal scheduled hours worked fall between 6:00 a.m. and 7:00 p.m.
- (b) A flexible schedule is an agreed upon schedule that meets the business needs of the Department and meets with the approval of the employee which is outside of the normal business day. The expectation under a flexible schedule is that employees are accountable to begin and conclude work for the day at the agreed upon, scheduled time.
- (c) Flexible schedules may not include scheduled work days longer than 10 hours and should generally not incur overtime pay.

#### Remote / Alternative Work Site Policy ~~see Remote Work/Alternative Work Site Policy~~

- (a) ~~Utilizing alternate work sites and telecommuting is an administrative option not an employee benefit. Upon agreement of the department head an employee may be allowed to report to an alternate work site or to telecommute but the decision to allow it will be based on the business needs of the County and the Department.~~
- (b) ~~Alternate work sites and telecommuting requires support from the Department Head and approval of the County Administrator. Alternate work sites and telecommuting is not appropriate for every job at the County. Alternate work sites and telecommuting agreements may be revoked by management at any time for any reason.~~
- (c) ~~The necessary tools, technology and services must be readily available at the alternate work site. The County will provide the necessary technology equipment to perform necessary duties. The County will not assume responsibility for operating costs, home maintenance or other costs incurred by the employee in the use of a residence for telecommuting. (i.e. if an employee voluntarily opts to accept a telecommuting agreement; the County will not reimburse costs).~~

Deleted: Alternate Work Sites and Telecommuting¶

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(d) An employee's compensation and benefits, and the terms and conditions of employment will not change as a result of alternate work location or telecommuting. An employee who works from an alternate location or telecommutes is still accountable to all county policies, departmental rules and work direction. Employees at alternate work sites must maintain communications with supervisors as directed.

(e) Work Schedules

- (i) Alternate work sites or telecommuting scheduling should be in accordance with the regular work day or under an approved flexible schedule.
- (ii) All work rules regarding overtime, comp time, etc... apply to employees under this section.

(f) Requirements

- (i) An agreement must be signed by the County Administrator, Supervisor, Department Head and employee prior to beginning any alternate work site or telecommuting.
- (ii) There must be clear and mutually understood methods that are documented in the agreement for measuring and evaluating the work of and holding accountable an employee who is working at an alternate site or telecommuting.
- (iii) All employees must be required to have at least 8 hours per week of time reporting to the normal work site, unless authorized otherwise by the Department Head for business continuity purposes, such as requiring some staff to work full-time from alternate work sites during the Covid-19 pandemic.

Meal Periods

The employee must be completely relieved from duty for the purpose of eating regular meals. The employee is not relieved if he or she is required to perform any duties, whether active or inactive, while eating. If the employee is not completely relieved from duty, the meal period must be counted as hours worked. For example, an employee who is required to remain at his/her desk while eating lunch and regularly answers the telephone and refers callers is working. This time must be counted and paid as compensable hours worked because the employee has not been completely relieved from duty.

Lectures, Meetings and Training Programs

Attendance at lectures, meetings, training programs and similar activities are not counted as working time if four criteria are met, namely: it is outside normal hours, it is voluntary, not job related, and no other work is concurrently performed.

Travel Time



The principles which apply in determining whether time spent in travel is compensable time depends upon the kind of travel involved. The County will observe all FLSA standards related to travel time and compensation. Compensation for travel time is typically at the discretion of the Department Head.

#### Rest Break

Employees scheduled to work four (4) or more continuous hours shall be allowed a paid fifteen-minute break within each four (4) hour period at times designated by their supervisor.

#### Break Time for Nursing Mothers

In accordance with MN Statute 181.939 and in recognition of the well documented health advantages of breastfeeding for infants and mothers, nursing mothers shall be provided reasonable break time to breastfeed or express milk using their normal breaks and meal times. For time that may be needed beyond the usual break times, employees may use personal leave or make up the time as negotiated with their supervisor. A lactation space, other than a restroom, that is private and sanitary, includes an electrical outlet and has a lock will be provided and identified by Department Head for breastfeeding employees.

- (a) Expressed milk may be stored in County refrigerators as long as the milk is properly stored and labeled.
- (b) Employees may contact a Public Health Nurse to review equipment and other resources available for Aitkin County breastfeeding employee use. Interested employees are expected to arrange for this during their personal time.
- (c) Employees who wish to express milk during the work period shall keep their supervisors, department heads and HR Department advised of any necessary requests to ensure that appropriate accommodations can be made to satisfy the needs of both the employee and the County.

#### Compensatory Time

Employees are not eligible for accrual of compensatory time, unless otherwise provided by a collective bargaining agreement.

#### **Section H. FLSA Safe Harbor For Exempt Employees**

Department Heads or Supervisors may require exempt employees to work a schedule, to record daily attendance, and to record and track hours for billing or other business related purposes that are directly related to the exempt employees' job duties. Department Heads and supervisors will familiarize themselves with FLSA rules and regulations to ensure no exempt employee's FLSA protections are infringed upon.

The County will observe all FLSA rules and regulations as they apply to exempt employees.

**Section I. Performance Management**

Purpose: To provide communication between the employee and the immediate supervisor relating to job performance, work standards, the employee's performance strengths, and developmental needs.

Once the performance appraisal process is completed, the evaluation will be sent to the Human Resources Department and placed in the employee's personnel file.

**Probationary Employees**

- (a) Performance evaluations will be conducted on all probationary employees during and prior to completion of the probationary period, typically a performance discussion at 3 months and a formal evaluation at 6 months.
- (b) The Department head or immediate supervisor is responsible for the evaluation.
- (c) The performance evaluation will be completed using the Aitkin County Performance Evaluation form.

**Employees**

The Department head or immediate supervisor will conduct the performance evaluation for supervisors and non-management employees on an annual basis.

**Department Heads**

The County Administrator will conduct the performance evaluation for appointed Department heads on an annual basis.

**County Administrator**

The County Board will conduct the performance evaluation for the County Administrator on an annual basis.

**Section J. Disciplinary Action**

Purpose: To establish standard disciplinary procedures for employees who violate rules, regulations, or perform unsatisfactorily.

The progressive disciplinary system will be used as defined by Aitkin County's Disciplinary Action policy. The severity of the infraction will dictate the level of the first action taken, which may include, but not be limited to, verbal reprimand, written reprimand, demotion, suspension or termination.

**Disciplinary Measures**

Different types of disciplinary measures may be used depending on the offense. Disciplinary measures include:

- (a) Personal Discussions - This measure is to be used when a problem arises that can be handled in an informal manner through discussions between the employee and the immediate supervisor.
- (b) Verbal Warning - This measure will be used when personal discussions have not resolved the matter. A statement by the immediate supervisor that the warning was given shall be placed in the employee's personnel file.
- (c) Written Warning - This measure involves a written statement to the employee referencing previous warnings and/or discussions regarding the problem, what the employee must do to resolve the problem to the supervisor's satisfaction, and indication of the consequences for not resolving the problem. The employee and supervisor shall sign written reprimands. If an employee refuses to sign a written reprimand, a notation of such shall be made on the reprimand. A copy of all written reprimands shall be placed in the employee's personnel file and retained therein.
- (d) Suspension - An employee may be suspended with or without pay for a period of up to thirty (30) calendar days and may be extended for cause as determined by the employer. A suspension may be used when previous disciplinary measures have been used and were then unsuccessful in resolving the problem, or when a problem or situation arises that may warrant an immediate suspension due to the seriousness of the offense.
- (e) Termination - This disciplinary measure may be used when attempts at resolving the problem have failed or the seriousness of the offense warrants termination. The termination notice with the reasons for termination will be stated in writing to the employee. Probationary employees are not entitled to grieve termination of employment.
- (f) Authority to conduct discipline up to and including termination is delegated as follows:

County Board	All disciplinary action up to and including termination of all personnel
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County Administrator	All disciplinary action up to and including termination of all personnel below department head level and all disciplinary action up to termination of department head level positions. County Board approval is required for termination of department heads.
Department Head	All disciplinary action up to written reprimand of personnel under the department head's authority, or as otherwise directed by the County Administrator. <a href="#">[For example, on occasion the department head and/or HR Director may be requested by the Administrator to administer a suspension or termination notice if the Administrator is unavailable or out of the office. It provides most timely notification to the employee and union.]</a>
Supervisor	Personal discussion, verbal warning and counseling statements of personnel under the supervisor's authority

#### General Guidelines

- (a) As a general rule, at the first notice of a complaint, the immediate supervisor shall handle the problem or concern informally and orally. If the problem is not corrected within a reasonable period of time, a written reprimand shall be issued. Disciplinary documents shall be filed in the employee's personnel file located in the Human Resources Department. The employee shall receive, by hand delivery, a copy of any disciplinary document. If the problem is still not corrected, more severe forms of disciplinary action shall be used, up to and including termination. In some situations, more severe initial disciplinary measures may be used including termination.
- (b) All disciplinary actions will be in conformity with the applicable collective bargaining agreement and applicable laws, including, but not limited to PELRA and Veteran's Preference laws.

#### **Section K. Termination Of Employment**

Purpose: To make the separation of employment with Aitkin County as amicable as possible for both the employee and the County.

If a Department Head elects to terminate employment, at least a 1-month notice shall be given to Aitkin County. All other employees who elect to terminate employment shall give at least a 2-week notice. Resignation effective dates shall typically represent the last day actually worked.

An employee may be temporarily suspended or immediately terminated by the appropriate authority. The employee shall be notified of the action and the reason in writing at the time of the suspension or termination. If the employee feels that he or she has been wrongfully suspended or terminated or that the period of suspension was unwarranted, the employee shall have the right to appeal under the grievance procedure, provided that objection is made in writing within ten (10) calendar days of written notice of the suspension or termination.

Involuntary Separations: Employees who are involuntarily separated, including layoff and discharge, shall be paid in full according to Minnesota Statute §181.13.

Voluntary Separations: Employees who are voluntarily separated from employment shall be paid in full no later than the next regular payday.

#### General Procedures

- (c) Accrued benefits and/or severance pay may be granted in accordance with applicable collective bargaining agreements and pursuant to law.

- (d) Employees will receive their final pay check in the same manner as previously received.
- (e) It is the responsibility of the separating employee's immediate supervisor to assure that the employee returns all County property, access badge, ID badge, keys and/or equipment, prior to the employee's receipt of the final paycheck. All expenses and credit cards should also be balanced and returned prior to the employee's receipt of the final paycheck.

**Job Abandonment:** Aitkin County expects employees to report for work on time for every scheduled shift. An employee who is unable to report to work at the designated time is required to notify his or her supervisor as soon as practicable but no later than the employee's scheduled start time in accordance with the sick leave policy. Employees who fail to report to work for three consecutive business days without notifying their supervisor, department head, or HR of the absence will be considered as having voluntarily resigned as a result of job abandonment.

If the employee is unable to make contact for any absence, he or she should ask a representative (such as a family member or friend) to do so on the employee's behalf. If the employee or a representative is unable to contact the employer due to extreme circumstances (such as a medical emergency or natural disaster that prohibits the employee or his or her representative from contacting the employer within three days), the employee or his or her representative must contact the employer as soon as practicable to explain the situation. In extreme circumstances, the employer will consider the explanation and its timing before determining if the voluntary resignation will be upheld.

#### **Section L. Grievance Procedure**

**Purpose:** To provide a method for the prompt and equitable resolution of disputes relating to the administration of the Personnel Policies and Procedures Manual.

##### **Union Contract Provisions**

The grievance procedures found in applicable collective bargaining agreements shall be followed.

##### **Grievance Procedure for Employees Not Covered by a Collective Bargaining Agreement**

It is the policy of the County to adjust all grievances promptly and fairly. To expedite resolution, two or more Steps may be combined by the parties, through mutual agreement, in writing. Grievances related to terminations shall start at Step 3.

- (a) Step 1: An employee claiming a violation concerning the interpretation or application of these Personnel Policies and Procedures shall, within ten (10) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance, present such grievance in writing to the employee's Department Head. A response to the grievance shall be issued within ten (10) calendar days following a meeting with the Department Head or designee. Any grievance not appealed in writing to Step 2 by the employee within ten (10) calendar days shall be considered waived.
- (b) Step 2: If appealed, the written grievance shall be presented by the employee and discussed with the Human Resources Director within ten (10) calendar days. A response to the grievance shall be issued within ten (10) calendar days following a meeting with the HR Director. Any grievance not appealed in writing to Step 3 by the employee within ten (10) calendar days shall be considered waived.
- (c) Step 3: If appealed, the written grievance shall be presented by the employee and discussed with the County Administrator within ten (10) calendar days. A response to the grievance shall be issued within ten (10) calendar days following a meeting with the County Administrator. The decision of the County Administrator shall be final.

**Section M. Exit Interviews**

**Purpose:** To provide a separating County employee the opportunity to express an opinion with regard to employment issues with Aitkin County.

Employees separating from County employment have the opportunity for an exit interview with the Human Resources Director or designee. The Exit Interview Form is available on the intranet or may be sent to the employee. The form may be completed by the employee or interviewer, and will be retained on file in the Human Resources Department, separate from the employee's personnel file. Employee participation in exit interviews is optional.

The separating employee may contact the Human Resources Department and Payroll with any questions related to separation, including but not limited to final pay, vacation pay, and COBRA benefits.

Exit Interview information will be compiled and reviewed by the Human Resources Director to determine trends or corrective action that may be necessary. When necessary, this information will be shared with the County Board, County Administrator, and/or Department Head.

## ARTICLE IV WAGES AND SALARIES

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### Section A. Elected and Appointed Officials; Employees Not Already Set By Agreement

Purpose: To establish and administer a compensation system for Aitkin County elected officials, appointed officials, and other county employees who are not already covered by a collective bargaining agreement. This policy shall provide:

- (a) Compliance with Minnesota Statutes relative to setting compensation levels for elected officials and is specifically intended to ensure compensation levels are formally established and publicly announced well in advance of the opening of filings for elected offices.
- (b) A defined process for establishing compensation levels for employees who are not already covered by a collective bargaining agreement.

#### Elected Officials

- (a) The salaries of Aitkin County Attorney (~~\$388.18~~), County Auditor (~~\$384.151~~), County Recorder (~~\$386.015~~), County Sheriff (~~\$387.20~~), and County Treasurer (~~\$385.373~~), shall each be set by resolution of the County Board in December of each year, prior to the year in which the salary is to be paid.
- (b) A payroll holdback shall be used for all elected officials in accordance with the Pay Procedure Policy, Article IV, Section F.

#### Appointed Positions

The salaries for appointed positions, including County Assessor (~~\$273.061~~, Subd. 6), County Highway Engineer (~~\$163.07~~, Subd. 2), Veterans Service Officer (~~\$197.60~~, Subd. 3), and Land Commissioner (~~\$282.13~~) shall be payable in accordance with Article IV, Section A, Subd. (3).

#### Other Employees

The salaries for appointed and other employees not already covered by a collective bargaining agreement shall be adjusted according to the following procedures:

- (a) The supervisor is responsible for completing the employee's annual performance evaluation each year in accordance with the Performance Management Guidelines.



- (b) The employee shall receive a wage or salary adjustment based upon the County Board adopted compensation schedule referred to in Appendix A. In no event shall an employee's wage or salary be adjusted to exceed the maximum of the appropriate salary range.
- (c) An employee's salary may not exceed the range maximum. If an employee's salary currently exceeds the maximum of their pay scale, their salary will be frozen until the pay scale catches up.
- (d) Pay days for all employees shall be bi-weekly on a Friday.
- (e) At the end of each year, all non-union employees shall remain at their rate of pay until a new wage scale, Appendix A, is adopted by the Board. Employees who terminate employment prior to the date of County Board approval of the annual non-union wage scale shall not be eligible for retroactive wage adjustments.
- (f) Promotion Pay: A FLSA non-exempt employee who is promoted to a higher paid classification would be placed within range or on the step that results in at least a \$0.25 per hour increase. A FLSA exempt employee who is promoted to a higher paid classification would be placed within the higher pay range resulting in at least a \$520.00/year increase (pro-rated if promotion occurs mid-year).
- (g) Any special benefits or conditions of employment negotiated with an individual employee prior to this policy adoption shall be in addition to the rights and benefits covered by these guidelines.

**Section B. Job Reclassification, Promotion Pay, and Demotion**

Employees who move to a position of a higher grade shall receive a minimum increase of 5% or \$1.00 per hour (whichever is greater), not to exceed the maximum, or be less than the minimum rate, and will be placed into the range of the new pay grade.

An employee who is demoted to a lower paid classification will be placed into the lower classification at the same percentile of the scale. Thereafter, the employee will receive within range movement as provided for by policy. (For example: a Grade 6 employee who is paid 25% higher than the Grade 6 minimum will move to the Grade 5 classification and be paid 25% higher than the Grade 5 minimum.)

**Deleted:** A FLSA non-exempt employee whose (DBM) job classification is upgraded will be placed in the new pay range that results in at least a \$0.75 per hour increase. A FLSA exempt employee whose (DBM) job classification is upgraded will be placed in the new pay range that results in at least a \$1,560.00/year increase (pro-rated if reclassification occurs mid-year).¶

**Section C. Overtime Pay**

Purpose: To follow the Fair Labor Standards Act for non-exempt employees as it relates to hours worked in excess of the regular work day or an approved flexible schedule, or an amount set forth in an applicable collective bargaining agreement.

General Procedures

- (a) Employees will flex their schedules to the greatest extent possible to avoid incurring overtime.
- (b) No employee shall be allowed to accrue compensatory time off unless otherwise provided by a collective bargaining agreement.
- (c) All overtime hours worked shall be authorized in advance by the Department Head or designee, unless a departmental rule states otherwise. All records of overtime hours worked must be maintained and reported on the employee's timesheet.
- (d) Upon approval of the Department Head, FLSA non-exempt employees are eligible for overtime compensation at the rate of one and one-half (1-1/2) times their regular base wage for hours worked in excess of a normal work day or an approved flexible schedule day. Within the constraints of FLSA, this policy shall not be construed to limit the ability of the Department Head to request or require that employees flex their schedule in a given week, or employees to request flex time in recognition of hours worked in excess of a normal work day.
- (e) Overtime hours that are approved by the Department Head or designee and submitted on a timesheet may be paid without Board approval.
- (f) When an employee is required to travel in connection with a temporary assignment, payment of overtime during this period is to be determined by the immediate supervisor on the basis of the circumstances involved and in accordance with applicable law.
- (g) Supervisors will not permit employees to work off the clock without recording the time as hours worked.

Exempt employees are those who are exempt from the overtime and minimum wage requirements of the Fair Labor Standards Act (FLSA). Exempt employees are not eligible for overtime compensation or accrual of compensatory time.

#### **Section D. Payroll Deductions**

Purpose: To make deductions from an employee's wage in accordance with applicable laws and, where required, the employee's consent.

##### **General Deductions**

Deductions will be made from employees' wages in the following order:

- (a) Federal and State income taxes
- (b) FICA or Medicare (Social Security)

(c) Public Employees Retirement Association (eligible employees)

(d) Union Dues in accordance with applicable collective bargaining agreement and PELRA

Employees shall be required to complete all applicable forms necessary for deductions as may be required by law.

No deduction from an employee's wages for any period shall cause the employee's wages for any such period to be less than the wage required to be paid by the County pursuant to applicable law. i.e. garnishment exemptions, etc.

Employees are to be notified of all deductions. If the employee objects to a deduction, such as a garnishment or child support order, the dispute will be referred to the legal counsel.

#### Deductions Requiring Written Consent

Employees must consent in writing to the following deductions:

- (a) Payment of group health, dental, life, long-term disability, short-term disability, long-term care insurance, and any other voluntary benefits elected
- (b) Contributions to a retirement plan
- (c) Contributions to deferred compensation plans
- (d) Contributions to a flexible spending account
- (e) Contributions to a health savings account (HSA)

#### **Section E. Pay Procedure**

Purpose: To define the County-wide guidelines, policies and procedures governing payroll and to ensure relevance, accuracy, and consistency of payroll procedures across all departments.

##### General Procedures

- (a) The payroll period shall be biweekly. Aitkin County employees shall be paid biweekly on Friday for work performed during the previous pay period. All pay periods are regular cycle pay periods with the exception to the end of the year pay period. There are 26 pay periods in one year.
- (b) Funds will be distributed from the Treasurer's Office following the completion of payroll processing.
- (c) Aitkin County implements a two-week holdback on wages/salaries.

##### Automatic Payroll Deposit

This policy is effective for all departments.

- (d) Those employees who began employment prior to September 10, 1999 and are not participating in automatic deposit will have their payroll checks mailed. All new employees hired after September 10, 1999 will be required to utilize automatic payroll deposit.
- (e) All exceptions to this policy and employees with special circumstances must request exemption for approval to the County Administrator in writing.
- (f) All County employees will have their payroll check deposited into a checking account or savings account.

**Section F. Market Rate Adjustments**

Purpose: Although the County considers internal compensation relationships of primary importance in maintaining pay equity, it may be necessary to recognize the external compensation relationships through market attraction/retention wage scales and/or market rate adjustments.

Market rate adjustments may be considered and external market relationships examined when:

- (a) A salary range is insufficient to attract qualified candidates for employment; or
- (b) A continuing pattern of turnover in a given position can be directly linked to established compensation levels; or
- (c) A given position deviates from the market rate by a substantial percentage.
- (d) The County Administrator or designee deems that a specific external market relationship must be examined.

All market rate adjustments must be recommended by the County Administrator or designee and approved by the Board.

## **ARTICLE V EMPLOYEE BENEFITS AND SERVICES**

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### **Section A. Group Insurance**

Purpose: To provide medical, life and long term disability insurance to eligible employees of Aitkin County.

#### Summary

- (a) Full time (probationary and non-probationary) employees who work a minimum of thirty (30) hours per week are entitled to health and life insurance provided by Aitkin County. Some exclusions apply for LLCC staff. See Subd. (1) (d) below. Those who are eligible for medical insurance and can prove that they are already covered by a different policy are not required to sign up for a plan provided by Aitkin County.
- (b) Select voluntary benefits are also available for full-time employees to purchase, including dental insurance, supplemental life insurance, short-term disability insurance, and critical illness voluntary insurance policies.
- (c) The effective date of coverage shall be based upon the specific policy.
- (d) The County offers health insurance to substantially all full-time employees, which is defined under the Affordable Care Act as 95% of employees working 30 or more hours per week on average or 130 or more hours per month on average. The County is not subject to a penalty if 5% of employees working 30 or more hours per week on average or 130 or more hours per month on average are not offered health care coverage. The Affordable Care Act offers limited exemptions and the County Administrator may authorize use of those exemptions as needed.

Refer to applicable agreements for additional details and employer contribution rates.

### **Section B. Health Insurance and HSA (or VEBA)**

Health insurance coverage will be provided in accordance with the County's group health insurance policy with the Minnesota Public Employees Insurance Program, commonly referred to as "PEIP". The employee and employer premium contributions and HSA (or VEBA) contributions shall be established by the County Board and calculated in the same manner as defined in the Agreement between Aitkin County and AFSCME Council 65, Local Union #667 (Courthouse Unit), or as otherwise adopted by the Board.

The effective date of coverage shall be based upon the specific policy.

Eligible employees will receive a pro-rated HSA (or VEBA) contribution for all pay periods in which the employee is in a compensated payroll status or on FMLA.

The Employer shall be obligated to make only one (1) HSA (or VEBA) account contribution on behalf of an employee. Therefore, if the employee is enrolled as a dependent of another employee for whom the Employer has made a family coverage contribution, the Employer is not obligated to make a separate single coverage contribution on behalf of the employee.

**HSA (or VEBA) ADVANCEMENT:** If an employee meets his/her annual deductible, the employee may provide proof and request advance payment up to the remainder employer HSA (or VEBA) allocation for the plan year, provided the employee agrees in writing to reimburse the County for the HSA (or VEBA) contribution, prorated by pay period [over 24 pay periods per year] for any time that remains, in the event the employee leaves employment for any reason other than death, and that the County has the right to deduct this amount from the employee's final paycheck. This "HSA (or VEBA) advancement" option as described in this paragraph will also be extended to bargaining unit members who are on the PEIP plan.

**WAIVER PLAN OPTION:** The employer may offer a waiver plan for employees who waive health insurance coverage. Effective January 1, 2019, employees who waive health insurance coverage, may elect to receive \$2,750 per year, pro-rated over 24 pay periods. Employees who waive coverage can elect to place their waiver dollars into their deferred comp account, into their HSA if they have a corresponding High Deductible Health Plan (HDHP), or receive it as taxable cash through the cafeteria plan, unless prohibited by law.

Subd. (1) MSRS HCSP Early Retirement Health Insurance Incentive:

Term: January 1, 2019 through December 31, 2024

Intent: Aitkin County values its long-term employees and this incentive is intended to assist employees who want to retire between the age of 62 and 65. Age 62 is the age at which most employees can start receiving Social Security retirement benefits (the amount is reduced until they reach full retirement at age 65 or older). Age 65 is the age at which employees become eligible for Medicare. This early retirement health insurance incentive is intended to help the employee cover any health insurance gaps between age 62 and 65.

Applies to: All employees age 62 or older who have 15 or more years of full-time service with Aitkin County, with at least 5 of the 15 years being served immediately prior to retirement, and who have met age and service requirements necessary to receive an annuity from PERA or who are receiving a disability benefit from PERA who elect to participate in the county's Early Retirement Incentive option in calendar year 2019, 2020, or 2021. All of these factors (age + years of service + PERA annuity or disability) must be met in order to qualify for the early retirement incentive. (Part-time, seasonal, intermittent, and temporary service does not apply.)

**Contribution:** The employer will deposit up to \$512.08 per month into a Minnesota State Retirement Systems (MSRS) Health Care Savings Plan (HCSP) account as a reimbursement for the employee's single health insurance premium up to age 65. Employer contributions will stop sooner than age 65 in cases where the employee becomes eligible for Medicare sooner<sup>1</sup>, or upon death. In cases where the single health insurance premium is less than \$512.08 per month for single coverage, the employer's contribution shall not exceed the cost of the actual single premium. The employee will be responsible for any difference in premium.

<sup>1</sup>If the employee becomes eligible for Medicare sooner by either satisfying eligibility or disability criteria.

*[HR file note: Retirements effective by June 30th, 60 days written notice required. An example: If an eligible employee submits their written retirement notice by April 30, 2022, and retires by June 30, 2022, they are eligible for the \$512.08 per month from July through December 2022 or until age 65 or eligible for Medicare. If an eligible employee submits their written retirement notice after April 30, 2022 and does not retire by June 30, 2022, they are ineligible for the \$512.08 per month from July through December 2022; their contribution would start in January 2023.]*

#### **Section C. Life Insurance**

The County Board agrees to provide and pay for a life insurance policy of \$25,000 for all full-time employees, and to provide life insurance coverage in the amount of \$15,000 for their spouses and dependents up to age 26, subject to carrier restrictions.

#### **Section D. Long Term Disability Insurance**

All employees covered by a collective bargaining agreement shall follow the LTD provisions contained in the applicable union agreement.

Part-time, seasonal and temporary employees are not eligible for LTD insurance.

The County shall provide Long Term Disability Insurance reimbursement for full-time employees based on current salaries, subject to the provisions of this Article and limitations, benefits and conditions established by the contract with the insurance carrier. Said insurance shall take effect for new employees and elected department heads on the 1st of the month following date of hire. LTD monthly premiums will be paid by the employee via payroll deduction and then reimbursed by the employer.

#### **Section E. Affordable Care Act (ACA) Policy:**

In March 2010, Congress enacted and President Obama signed major reform legislation – the Patient Protection and Affordable Care Act (commonly called PPACA, ACA, or “Obamacare”) (Pub.L.

111-148), as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. 111-152). This represents the most significant regulatory overhaul of the U.S. healthcare system since the passage of Medicare and Medicaid in 1965. The law includes hundreds of new requirements packed into thousands of pages of rules that affect the delivery and administration of employer-sponsored group health plans. The rules, as applied to employer-sponsored group health plans, generally fall into one of seven general categories, namely: 1) effective dates and grandfathering; 2) qualifying coverage mandates (insurance reforms); 3) employer mandates (play-or-pay provisions); 4) reporting and disclosure requirements; 5) individual mandates; 6) tax issues (revenue generating rules); and 7) the exchange program.

To the extent that federal statute or regulations change, this policy shall be construed as consistent with those changes.

Purpose: To comply with requirements of the Affordable Care Act and to offer health care coverage to "substantially all" full-time employees, effective January 1, 2015.

#### ACA Policy Definitions

- (a) Employer: Aitkin County
- (b) Full-time Employee: For purposes of this Affordable Care Act (ACA) policy, full-time means an employee working 30 or more hours per week on average or 130 or more hours per month on average.
- (c) Variable Hour Employee: For purposes of the Affordable Care Act (ACA), variable hour employee means an employee working in a position classified as part-time, seasonal, temporary, or intermittent. The employer will use a look back period to determine each variable hour employee's full-time status by looking back 12 months to analyze whether the employee worked an average of 30 or more hours per week on average or 130 or more hours per month on average.
- (d) Substantially All: Substantially all full-time employees is defined as 95% of employees working 30 or more hours per week on average or 130 or more hours per month on average. The employer is not subject to a penalty if 5% of employees working 30 or more hours per week on average or 130 or more hours per month on average are not offered health care coverage.

#### Measurement Periods

- (a) Standard measurement period, 12 months (October 15 – October 14)
- (b) Administrative period not to exceed 90 days (October 15 – December 31)
- (c) Stability period, 12 months (January 1 – December 31)



For Positions Classified as Full-time: Employees who are expected to be full-time, working 30 or more hours per week on average or 130 or more hours per month on average, during the standard measurement period will be offered health coverage under the employer's health insurance plan during new hire orientation.

For Positions Classified as Variable Hour (aka Part-time, Seasonal, Temporary or Intermittent): The employer will implement a standard measurement period of 12 calendar months to determine whether or not a variable hour employee is eligible for health coverage under the employer's health insurance plan. The standard measurement period will be from October 15th through October 14th of each calendar year.

If an employee is determined to be full-time during the standard measurement period, they will be treated as full-time during a subsequent stability period, regardless of the number of hours they work during the stability period. The employer will implement a stability period of 12 calendar months during which a variable hour employee, determined to be full-time in the standard measurement period, will be eligible for health coverage under the employer's health insurance plan. The stability period will be from January 1st through December 31st of each calendar year.

If an employee is determined to be eligible for health insurance coverage through the standard measurement period, the employer has up to 90 days to enroll the employee in the employer's health insurance plan. An administrative period will be used to determine eligibility and to facilitate notification and enrollment of employees. This administrative period will be from October 15th through December 31st of each calendar year. During this period, eligible variable hour employees will be given a two-week open enrollment period to enroll in health coverage under the employer's health insurance plan which will be in effect for the upcoming stability period/plan year. (Note: Variable hour employees are not eligible for other insurance benefits, such as dental, life, long-term or short-term disability, long-term care insurance, or FSA plan enrollment.)

Unless mandated otherwise by the Local 49 or Teamsters Health Fund agreement, all eligible variable hour employees will be offered coverage on one plan, the PEIP Advantage HSA Plan, during the stability period. The employee and employer contributions towards this plan shall be established by the County Board and calculated in the same manner as defined in the agreement between Aitkin County and AFSCME Council 65, Local Union #667 (Courthouse Unit). In the event the health insurance provisions or contribution rates fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Employer may amend contribution rates or implement alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

If funds are not available in a department's budget to cover the cost of health insurance, the Department Head may submit a written request to the County Administrator to reduce the employee's work hours to less than 30 hours per week or less than 130 hours per month to avoid the obligation to offer health care coverage. Said request will generally be approved if it is not prohibited by the terms of a collective bargaining agreement.

#### Rehired Seasonal Employees

- (a) Seasonal employees work up to 67 days per calendar year. For ease of recordkeeping, seasonal employees will be required to be inactive (zero hours of work) for a period of 26 consecutive weeks between work seasons.
- (b) An employee who is rehired and had no active service with the employer for a period of 26 consecutive weeks will be treated as a new employee and will be evaluated by the employer during the standard measurement period to determine if the employee is eligible for health insurance benefits during a subsequent stability period.
- (c) Active service is based on all hours combined with the employer and is not separated or tracked individually by department.

Opt-out Health Insurance Waivers: Employees who elect to waive coverage will be required to do so in writing. The employer does not provide a cash in-lieu of health insurance benefit.

#### Section F. Holidays

Full-time (probationary and non-probationary) employees shall be entitled to the following paid holidays, eight (8) hours each, unless noted otherwise:

- (a) New Year's Day
- (b) Martin Luther King Day
- (c) President's Day
- (d) Memorial Day
- (e) 4th of July
- (f) Juneteenth
- (g) Labor Day
- (h) Veteran's Day
- (i) Thanksgiving Day
- (j) Friday after Thanksgiving
- (k) Christmas Even when it falls on a Monday through Thursday, four (4) hours (eff. 2019)
- (l) Christmas Day

When any of the above named holidays fall on a Sunday, the following day shall be observed as the holiday. When the holiday falls on a Saturday, it shall be observed on the preceding Friday.

Part-time (probationary and non-probationary) employees shall be entitled to holiday pay on a pro-rated basis. Seasonal and temporary employees are not eligible for holiday pay. For example:

A 14 hour per week employee shall receive 2.8 hours holiday pay for each 8 hour holiday listed above or 1.4 hours holiday pay for Christmas Eve when it falls on a Monday through Thursday.

A 20 hour per week employee shall receive 4 hours holiday pay for each 8 hour holiday listed above or 2 hours holiday pay on Christmas Eve when it falls on a Monday through Thursday.

A 29 hour per week employee shall receive 5.8 hours holiday pay for each 8 hour holiday listed above or 2.9 hours holiday pay on Christmas Eve when it falls on a Monday through Thursday.

Non-exempt employees who are required to work on a holiday shall receive compensation at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay, or will be given an alternate day off as determined by the department head.

When a paid holiday falls during an employee's paid leave of absence or vacation (PTO) period, they shall receive holiday pay for that day.

Employees will not receive pay for holidays occurring while on an unpaid leave of absence.

When an employee does not work on any of the above-named holidays, the holiday shall nevertheless count as eight (8) hours worked for the purpose of computing overtime for hours worked in excess of forty (40) in any such week. When necessary, the Department Head and/or County Board may require an employee to work on a holiday.

**Section G. Paid Time Off (PTO) – PTO schedule updated effective 12/6/2021**

Employees will receive PTO that will accrue on a per payroll period basis. Full-time (probationary and non-probationary) employees shall accrue PTO benefits based on the following table:

<b>Annual Completed Years of Service</b>	<b>Rate of Accumulation PTO Days per Month</b>	<b>Annual Days of PTO</b>
0	2.00	24

	(New full-time employees will be provided 40 hours of PTO at time of hire so their rate of accumulation for the first year will be adjusted accordingly.)	
3	2.25	27
5	2.50	30
10	2.75	33
15+	3.00	36

PTO cash out: Employees who have used at least 80 hours PTO in the previous twelve-month period may elect pay in lieu of PTO for up to 120 hours (15 days) once in any calendar year.

Employees may not accrue more than 35 days (280 hours) at any time.

Upon separation of service, the employee will be paid for any unused PTO, up to the maximum accrued amount, unless the employee is terminated because of an illegal act regardless of whether any legal remedies are pursued or whether any conviction results. In the event of the death of an employee, the employee's accumulated vacation credits shall be paid to the employee's estate.

Employees are allowed to transfer any accrued PTO over the maximum accrual amount to the sick leave bank where there is no severance payment upon separation of service. At no time can the sick leave bank exceed 720 hours (90 working days). PTO that has been transferred to the sick leave bank can only be used in accordance with the sick leave provisions in Article V, Section H.

Part-time employees shall be entitled to PTO benefits on a pro-rated basis, up to a total of 40 hours PTO. Seasonal and temporary employees are not eligible to accrue PTO benefits.

PTO benefits shall only accrue when an employee is in a paid status or on an approved military leave. PTO benefits shall not be earned by any employee during a leave of absence without pay, suspension without pay, or time otherwise not paid.

In order to assure the orderly performance and continuity of services provided, employees wishing to schedule a vacation should request PTO as far in advance as reasonably possible, but usually at least one (1) week in advance of the requested vacation period. Requests for PTO usage shall be granted by the Department Head or designee unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of services. It may be necessary to limit the number of employees taking vacation at the same time or during an event or particular period of time. Such requests, however, shall not arbitrarily be denied. Requests for vacation will be processed giving preference to the order in which the requests are received. In the event requests are received at the same time for the same vacation period, then time-in-department will be the determining factor.

Probationary non-union employees may use accrued PTO with supervisory approval.

**Section H. Extended Sick Leave Bank / Care Of Relatives**

Accrued sick leave may be used when an employee cannot perform work duties due to but not limited to the following: personal illness or injury; necessity for medical or dental treatment or examination, where such treatment cannot be scheduled outside of working hours; emergency, illness or injury of the employee's immediate family member which requires the employee's attendance and care; quarantine directed by a medical physician; disability; pre and postnatal care. For the purpose of this paragraph, immediate family is defined as; spouse, child, step child, adult child, parent, step parent, mother-in-law, father-in-law, or grandchild. To the extent that state statute (\$181.9413) or regulations change, this policy shall be construed as consistent with those changes.

Sick leave may be used because of illness of the employee's sibling or grandparent as well. For siblings and grandparents, use is limited to 160 hours all combined per calendar year.

An employee must notify the employee's supervisor of sick leave usage prior to the employee's starting time, unless an emergency prevents the employee from doing so. Failure to give such notice may be cause for disciplinary action.

The County reserves the right to require written medical certification from an employee.

In the event of three (3) consecutive days of absence or in cases of the repeated and systematic absence of an employee the Department Head may require a medical statement from an appropriate medical authority before granting sick leave, as well as verification that an employee is able to perform the duties of employment before the employee is allowed to return to work.

**Section I. Personal Leave**

Full-time (probationary and non-probationary) employees shall be granted nine (9) hours of personal leave each quarter, and may accumulate up to 36 hours of personal leave at any given time. Personal leave is not paid out upon termination of employment or death.

Part-time (probationary and non-probationary) employees shall be entitled to personal leave on a pro-rated basis. Seasonal and temporary employees are not entitled to personal leave with pay.

~~Subd. (3) Eligible employees will receive the quarter's contribution if they were actively employed on the 1st day of that quarter. Removed 4/23/2019~~

## **Section J. Workers Compensation Procedures**

### **Reporting A Work-Related Injury or Illness**

An employee who experiences a work-related injury or illness should immediately notify his/her supervisor of the injury/illness. The employee should fill out a First Report of Injury form and forward it to the HR as soon as possible. The employee should also complete an Accident Report and submit it to his/her immediate supervisor. These forms are available for download from the intranet, or by calling HR.

### **Workers' Compensation Notification**

- (a) After receiving the report of a work-related injury or illness, the County's workers' compensation administrator, MCIT, will send the employee written notification at their home address regarding the acceptance or denial of their workers' compensation claim. If the employee's claim has been accepted and a loss of time is involved, the workers' compensation administrator will make no payment for lost work time for the first three calendar days after the disability commenced. If the disability continues for ten calendar days or longer, the compensation is computed from the commencement of the disability.
- (b) The workers' compensation administrator will pay up to 66-2/3% of the injured employee's gross average weekly wages based on a 26-week period prior to the date of injury. This payment is made directly from MCIT and none of the usual payroll deductions are taken from it (e.g. taxes, insurance premiums, etc.).

### **Supplementing Workers' Compensation with Accrued Benefits**

- (c) Pursuant to Minnesota Statute §176.021, Subd. 5, Aitkin County will allow its employees to supplement their workers' compensation benefits when unable to perform their job duties for an extended period of time due to a work-related injury or illness.

- (d) It is the practice of Aitkin County to allow employees who have accrued benefits at the time of their injury to use these benefits to supplement the difference between the payment from the workers' compensation administrator and their average weekly wage at the time of the injury. The additional payments shall not result in the payment of a combined total weekly rate of compensation that exceeds the average weekly wage of the employee on the date of injury.
- (e) The employee is responsible for continuing to pay any applicable union dues, flex plan contributions, group health insurance premiums, and other employee-elected benefit costs, including any changes to such premiums. In instances where the dues, contributions, and premiums exceed the amount the employee is getting paid from his/her accrued benefit account(s), he/she is responsible for issuing a payment for the balance due to the Auditor's Office by the 1st of each month for that month's coverage. The County shall have no obligation to maintain the group coverage if the employee's premium payment is more than 30 days late.
- (f) The process for issuing payment to an employee who has chosen to use accrued benefits (i.e. sick, comp time, vacation) under these conditions shall be as follows:
  - (i) The County shall issue the employee a check in the amount of one-third of their pre-injury/illness compensation (using the average rate that the employee was earning based on a 26-week period prior to the time of the injury/illness) in a normal bi-weekly pay period.
- (g) The check issued by Aitkin County shall be treated like a regular payroll check, in that it will have Federal, State, and Social Security tax; PERA deduction; and any other deductions that would normally be taken out of the employee's paycheck (e.g., employee's portion of health, dental, or life premiums; flex plan contributions; union dues; etc.) subtracted from the gross amount.
- (h) The combined amount of the workers' compensation wage loss check and the accrued benefit check from Aitkin County shall not exceed the employee's average weekly wage prior to the date of injury/illness.
- (i) If an employee elects to be paid accrued benefits, Aitkin County shall issue the accrued benefits by deducting monetary amounts from each available plan (i.e. sick, personal leave, comp time, vacation) until exhausted; and shall typically exhaust the available benefit plans in the following order: 1) sick and/or personal leave at the employee's discretion, 3) comp time, and 4) vacation.

#### Tracking Absences That Are Work-Related

Regardless of whether an employee chooses to use accrued benefits when absent from work due to a work-related injury or illness, such absences should be noted on the employee's timesheet as work comp related.

#### Employee Status during Workers' Compensation Leave

Employees will cease to accrue paid benefits during an unpaid workers' compensation leave of absence. If the injury or illness is FMLA-qualifying, the employee will be placed on FMLA status and will not be responsible for the employer portion of health insurance benefit payments during the FMLA. If the injury or illness is not FMLA-qualifying, the employee will be notified of his/her rights under COBRA and will be required to pay the full amount of the health insurance premiums.

#### **Section K. Family And Medical Leave**

Purpose: The FMLA entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

To the extent that federal statute or regulations change, this policy shall be construed as consistent with those changes.

Federal Department of Labor Wage and Hour Division 29 CFR Part 825

#### February 6, 2013 Register

Aitkin County will comply with the Family and Medical Leave Act of 1993, as amended. The employer posts the mandatory FMLA Notice and upon hire provides all new employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Leave Act on the bulletin board in the courthouse, on the Intranet, and in each staffed building.

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If you have any questions, concerns, or disputes with this policy, you must contact the Human Resources Department.

#### **A. General Provisions**

Under this policy, Aitkin County will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

#### **B. Eligibility**



To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

- 1) The employee must have worked for the employer for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement stating the employer's intention to rehire the employee after the service break.
- 2) The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA. All periods of absence from work due to or necessitated by USERRA-covered service is counted in determining an employee's eligibility for FMLA leave.

### **C. Type of Leave Covered**

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- 1) The birth of a child and in order to care for that child.
- 2) For placement with the employee of a child for adoption or foster care and to care for the newly placed child.
- 3) To care for the employee's spouse, child or parent (not parent in-law) with a serious health condition (described below). *Note, in some circumstances this may include "in loco parentis", meaning whoever is standing in the place of a parent, such as same-sex couples, grandparents, or other non-biological parents if they have held themselves out as the parent. It requires a statement explaining the family scenario relationship and each will be reviewed on a case by case basis.*
- 4) The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

Employees with questions about what illnesses are covered under this FMLA policy are required to consult with the Human Resource Department. FMLA eligibility is determined on a case by case basis.

5) Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: 1) short-notice deployment, 2) military events and activities, 3) child care and school activities, 4) financial and legal arrangements, 5) counseling, 6) rest and recuperation to a maximum of 15 calendar days for each instance, 7) post-deployment activities, and 8) Eligible employees may also take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility. 9) Additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

"Covered active duty" means:

(a) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

(b) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

6) Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member or covered veteran.

An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to care for the covered service member.

The term "covered service member" means:

(a) a current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

(b) a covered veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. An eligible employee must commence leave to care for a covered veteran within five years of the veteran's active duty service. Some exceptions may apply to the single 12-month period; each request will be considered on a case by case basis.

The term "serious injury or illness":

(a) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the covered member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

(b) in the case of a covered veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on an active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran, and is:

(1) A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; OR

(2) A physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; OR

(3) A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; OR

(4) An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

*Retroactive designation.* If an employee is absent for a condition or event that is or progresses into a FMLA qualifying event and the employee subsequently requests a leave as provided under this policy, the employer may designate all or some portion of the related prior leave taken as FMLA, to the extent that the earlier leave meets the necessary qualifications.

#### **D. Amount of Leave**

An eligible employee can take up to 12 weeks for the FMLA circumstances (1) through (5) above under this policy during any 12-month period. The employer will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any FMLA leave under this policy. Each time an employee takes leave, the employer will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA circumstance (6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the employer will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for the employer and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may each take 12 weeks of leave for qualifying events. If a husband and wife both work for the employer and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may each take 26 weeks of leave.

#### **E. Employee Status and Benefits During Leave**

While an employee is on FMLA, the employer will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the employer will require the employee to reimburse the employer the amount it paid for the employee's health insurance premium during the leave period. An employee who returns to work for at least 30 calendar days is considered to have returned to work. An employee who transfers directly from taking FMLA leave to retirement, or who retires during the first 30 days after the employee returns to work, is deemed to have returned to work.

While on paid FMLA, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid FMLA, the employee must continue to make

this payment, either in person or by mail. The payment must be received in the Auditor's Office by the 1<sup>st</sup> day of each month. If the payment is more than 30 days late and other payment arrangements have not been made, the employee's health insurance coverage may be dropped for the duration of the leave. The employer will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan or other voluntary plans, the employer will continue making payroll deductions while the employee is on paid FMLA. While the employee is on unpaid FMLA, the employee may request continuation of such benefits and pay his or her portion of the premiums. If the employee does not continue these payments or make other payment arrangements, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

#### **F. Employee Status After Leave**

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider. This requirement will be included in the employer's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms and conditions of employment. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions. With written notice to the employee at the time the employee gives notice of the need for FMLA leave (or when FMLA leave commences, if earlier), the employer may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

#### **G. Use of Paid and Unpaid Leave**

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid comp time, vacation, PTO, personal or sick leave prior to being eligible for unpaid leave, unless provided otherwise by law or a collective bargaining agreement. Accrued time off shall run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the employer's sick leave policy) prior to being eligible for unpaid leave.

#### **H. Intermittent Leave or a Reduced Work Schedule**

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period) and the employee must make a reasonable effort to schedule treatments so as not to disrupt unduly the employer's operations.

The employer may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the employer and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken during the 12 month period beginning on the date of birth or placement of the child.

#### **I. Certification for the Employee's Serious Health Condition**

The employer will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition.

The employer may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, HR representative, or management official. Before the employer makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification.

The employer has the right to ask for a second opinion if it has reason to doubt the certification. The employer will pay for the employee to get a certification from a second doctor, which the employer will select. The employer may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the employer will require the opinion of a third doctor. The employer and the employee will mutually select the third doctor, and the employer will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

#### **J. Certification for the Family Member's Serious Health Condition**

The employer will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition.

The employer may directly contact the employee's family member's health care provider for verification or clarification purposes using a health care professional, HR representative, or management official. Before the employer makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification.

The employer has the right to ask for a second opinion if it has reason to doubt the certification. The employer will pay for the employee's family member to get a certification from a second doctor, which the employer will select. The employer may deny FMLA leave to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the employer will require the opinion of a third doctor. The employer and the employee will mutually select the third doctor, and the employer will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

#### **K. Certification of Qualifying Exigency for Military Family Leave**

The employer will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

#### **L. Certification for Serious Injury or Illness of Covered Service member for Military Family Leave**

The employer will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Service member.

#### **M. Recertification**

The employer may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days and only when circumstances have changed significantly, or if the employer receives information casting doubt on the reason

given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the employer may request recertification for the serious health condition of the employee or the employee's family member when the minimum duration expires or every six months in connection with a FMLA absence. The employer may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

#### **N. Procedure for Requesting FMLA Leave**

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the HR Department. Within five business days after the employee has provided this notice, the HR Department will complete and provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the employer's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

#### **O. Designation of FMLA Leave**

Within five business days after the employee has submitted the appropriate certification form, the HR Department will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice.

#### **P. Intent to Return to Work From FMLA Leave**

On a basis that does not discriminate against employees on FMLA leave, the employer may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

#### **Section L. Bereavement Leave**

Purpose: To provide employees with time off for bereavement due to the death of a member of their immediate family.



Full-time (probationary and non-probationary) employees will be allowed a maximum of three (3) days (24 hours) leave without loss of pay when a death occurs in an employee's family, namely: spouse, life partner, child, step child, parent, step parent, sibling, step sibling, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren. Two (2) additional days (16 hours) may be allowed if necessary subject to the approval of the Department Head. Additional time, if needed, may be allowed by the County Board, but such additional time in excess of five (5) days (40 hours) indicated above shall be deducted from the employee's sick leave bank, personal leave, or PTO.

Part-time (probationary and non-probationary) employees employed 20 or more hours per week on average shall be entitled to bereavement leave on a pro-rated basis.

#### General Procedures

- (a) Up to three (3) days paid bereavement leave will be granted to an employee when a death occurs in their immediate family for the purpose of attending the funeral and related matters.
- (b) An additional leave of up to two (2) days absence may be granted if necessary and must be approved by the Department Head.
- (c) Temporary and seasonal employees shall not be eligible for bereavement leave benefits.

**Section M. Military Leave**

Purpose: To grant military leave as required by law and to provide certain benefits to employees who are granted such a leave.

General Procedures

- (a) Any regular employee who enlists, is drafted, or is called to active duty shall notify their Department Head as soon as they are notified that they have been called to active duty or have enlisted in any branch of the armed services. and shall be granted a leave of absence from the County (duplicate, see (b)).
- (b) Requests for military leave will be honored in accordance with Minnesota Statutes.
- (c) Requests must be made in advance of and supported by submitting a copy of the Orders to report for military duty. The effective date of the military leave shall be the specified date on the Orders. The employee shall submit a copy of their Orders upon receipt to the Department Head, HR Director, and Payroll Technician.

Leave Without Pay

- (a) An employee who enlists or is inducted into the United States military service for an extended period of active duty shall be granted a military leave without pay.
- (b) Where the employee shall serve an extended period of active duty, unless an employee submits a written request to HR to utilize accrued vacation/PTO benefits during the military leave, all accumulated vacation/PTO benefits will be paid for in a lump sum at the first payroll period following the beginning of said military leave without pay.
- (c) An employee who has been on a military leave without pay will be returned to County employment provided the following conditions are met:
  - (i) The employee shall make written application for return to their position within thirty (30) days after the termination of military service or thirty (30) days after the termination of hospitalization which followed and is a result of such service.
- (d) The employee is physically and mentally capable of satisfactorily performing the duties of their position.
- (e) The employee shall submit proof of an honorable discharge or other form of release indicating their military service was satisfactory.

Leave With Pay

Employees who are members of the National Guard or an organized Military Reserve Component and are ordered to active duty for a temporary or indefinite period, shall be granted a Military leave with pay for up to a maximum of 15 days in any one calendar year. After completion of the 15 days' paid leave, the employee shall be granted military leave without pay for the remainder of the active period.

The employee may choose to use all of the 15 days of paid military leave at one time or, in the alternative, the 15 days of paid military leave may be divided and taken throughout the calendar year at the discretion of the employee and in accordance with MN Statute 192.26.

The 15 days of paid military leave is allowed presuming the employee (1) returns to the public position immediately on being relieved from such military or naval service and not later than the expiration of the time herein limited for such leave, or (2) is prevented from so returning by physical or mental disability or other cause not due to the officer's or employee's own fault, or (3) is required by proper authority to continue in such military service beyond the time for such leave.

#### Benefits during Military Leave and Reinstatement

Upon reinstatement the employee shall have the same rights with respect to accrued and future seniority status, vacation/PTO accrual, sick leave accrual, and other benefits as if that employee had been actually employed during the time of such leave. The employee reinstated is entitled to vacation/PTO and sick leave with pay as provided in the personnel policy or applicable collective bargaining agreement, and accumulates vacation/PTO and sick leave from the time the person enters active military service until the date of reinstatement.

Employees continue to accrue vacation/sick or PTO/extended sick while they are on military leave, up to the maximum accrual rate that the employee would otherwise be limited to by the policy or collective bargaining agreement.

As long as the employee is in a paid status (e.g. vacation/PTO time), deductions will be taken from the employee's paycheck.

Upon entering non-pay status, the employee must make arrangements with Payroll to pay the employee cost of any such benefits.

The employee on military leave has the right to elect to continue existing employer-based health plan coverage for self and dependents through COBRA for up to 24 months while in the military, or as otherwise provided by law.

Other benefits that an employer provides to similarly situated employees covered by the same policy or collective bargaining agreement will apply. The standard is to compare how the benefits are handled for other employees on comparable leaves of absence. For example, (1) holiday pay is paid when the employee is in a paid status, but holiday pay is

not paid when the employee is in an unpaid status, (2) the employer's contribution towards health insurance is applied when the employee works 30 or more hours per week, but is not paid when the employee works less than 30 hours per week, etc.

#### Jury Duty Or Witness Pay

Purpose: To allow full-time employees summoned to serve on a jury or testify as a witness for County-related business.

The County will pay the full-time employee's full, regular salary, and benefits while serving time on jury duty. Employees must reimburse County per diem salary paid for jury duty. Employees shall keep expenses reimbursed to them by the court for jury duty service. If employee is excused from jury duty, and not on vacation or leave, employee shall report back to work and suffer no loss in pay for the day.

Full time employees required to be absent in response to a court order or subpoena in which they are personally involved shall have the option of taking such time off as PTO or without pay.

Part time, temporary, or seasonal employees shall not be eligible for jury duty or witness pay benefits.

#### **Section N. Personal Leaves Of Absence**

Purpose: To establish a uniform policy for processing requests for leaves.

##### Personal Leave of Absence

- (a) An employee requesting a leave of absence other than Family & Medical Leave (see Article V, Section J) or Military Leave (see Article V, Section L) shall apply for same in writing. Leaves of absence of ten (10) work days or less may be approved by the employee's Department Head. Leaves of absence of more than ten (10) work days are subject to approval by the County Administrator. The request shall include the length of leave requested and the reason for said leave.
- (b) Employees who are on a leave of absence shall receive no pay or benefits as apply to holidays, vacations, etc.

#### **Section O. Leave Donation Policy**

Purpose: To allow employees the option to donate their accrued, unused vacation and/or personal leave to other county employees who are on unpaid leave status for medical emergencies or a serious health condition. Effective on the date this Manual is adopted, a serious health condition shall be defined under this Leave Donation Policy to mean an illness, injury, impairment, or physical

or mental condition that is covered under the Family and Medical Leave Act and shall include any period of incapacity of the employee due to pregnancy, or for prenatal care.

#### General Procedures

- (a) Each calendar year, employees may voluntarily donate up to 50 percent, with a maximum of 40 hours, of their accrued, unused vacation and/or personal leave time in increments of eight (8) hours to any other county employee to be used for a medical emergency or a serious health condition. All unused donations are revoked and returned to the donor upon the recipient returning to full time status.
- (b) The employee donating the leave shall notify the Auditor's Office in writing of their voluntary donation. The notice shall include the name of the donor, the name of the recipient, the number of hours donated in increments of eight (8), the effective date of the donation, and whether the hours should be deducted from the donor's vacation and/or personal accrued leave bank. Upon receipt, the Auditor's Office shall verify that the donating employee has sufficient accrued leave on the books in the amount necessary to cover the donation and then notify the recipient and his/her supervisor of the donation.
- (c) The value of the leave that is donated shall be based upon the donor's rate of pay that is in effect on the day of the donation. The value of the leave that is received shall be based upon the recipient's rate of pay that is in effect on the day of the donation. The amount paid to the recipient of the donated leave shall be considered wages. That amount shall be included as gross income of the recipients and shall be subject to social security, Medicare, FUTA taxes, and income tax withholding. The amount donated shall not be included or reported as income for the donor of the leave.
- (d) Information relating to the donation and use of said leave is subject to the MN Government Data Practices Act.

#### **Section P. Continuing Education**

Continuing education will be established in conjunction with the individual's Performance Appraisal and utilized to improve performance in the current position and/or prepare the employee for advancement within County Government. This will be in addition to training required to maintain licenses and certifications. Training expenses may be paid by the County as outlined below in the Educational Tuition section.

If the continuing education provided results in a certification, accreditation or diploma not specifically required by the County an employee must remain in the employment of Aitkin County for at least one year following completion of the course or they shall reimburse the County for any costs incurred by the County related to the course.

**Section Q. Educational Tuition**

The cost of participation in formalized courses of study will be reimbursed to an employee who has permanent status in the amount equal to one-third (1/3) of the tuition cost provided:

- (a) That the course is germane to the duties of the employee's job.
- (b) That the employee satisfactorily completes the course and receives either a "P" in a Pass/No Pass course, or at least a "B-" in an A-F course.
- (c) That the employee remains in the employment of Aitkin County for a period of one year following completion of the course, or they shall reimburse the County for any costs incurred by the County because of such schooling.
- (d) That the course be approved by the Department Head and the County Board prior to taking the course.
- (e) It shall be noted that the cost of "tuition" is covered; this does not include books or other assessed administrative fees.

**Section R. Life Lock Insurance Policy, board adopted 2/12/2019 - this employer paid premium sunsets on 12/31/2021**

The employer will provide from 1/1/2019 (or employee enrollment date, if later) through 12/31/2021 Life Lock Benefit Elite Premium at \$11.99/month for the following positions: Sheriff, Undersheriff, County Attorney, Sr. Assistant County Attorney, Assistant County Attorney I and II. Any excess premium shall be paid by the employee.

## **ARTICLE VI EMPLOYEE COMMUNICATIONS**

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### **Section A. Bulletin Boards**

Purpose: To notify employees and the public of County required postings and notices.

Any required state, federal, or local notices and/or required posting notices will be posted on Aitkin County's official bulletin boards and/or Intranet as applicable. Official Bulletin Boards:

- (a) Government and Judicial Center, outside the Human Resources Department, located on the 3<sup>rd</sup> floor in the Government Center.
- (b) Health & Human Services staff break room.
- (c) Road & Bridge Department staff break room.
- (d) Long Lake Conservation Center staff break room.
- (e) Land Department conference room.
- (f) Sheriff's Office and Jail staff break rooms.

## ARTICLE VII SAFETY AND HEALTH

### Section A. Gym Membership / Exercise Facility

Aitkin County provides \$10.00 per month towards the cost of a gym membership at 210 Fitness in Aitkin, MN for full-time and part-time employees, including elected officials, and encourages staff to take advantage of the facility to maintain a healthy lifestyle. A gym membership policy acknowledgment form, waiver and release of liability must be signed prior to issuance of a gym access key.

Please be aware that while you are utilizing the gym, you are not covered by Workers' Compensation insurance. No work should be performed while at the gym. Use of the gym is considered a privilege. Employees not complying with policy may be asked to leave and/or be restricted or banned from the facility. Employees are expected to:

- a) Abide by all terms of the Aitkin County Personnel Policy manual and departmental policies and procedures while at the gym, including prohibitions against sexual harassment, harassment, and violence. Sexualized comments or actions are strictly prohibited.
- b) Utilize exercise equipment with care and in a safe and responsible manner.
- c) Wear appropriate athletic clothing, including a shirt and shorts or pants that cover the legs to at least mid-thigh.
- d) Wear appropriate clean athletic shoes in all fitness areas; bare feet, sandals, or street shoes are not permitted.
- e) Be courteous to others by limiting the length of workouts, observing posted time limits, etc., when others are waiting.
- f) Return portable fitness equipment/items to appropriate locations after use.
- g) Refrain from taking pictures or videos in any portion of the gym to maintain other users' right to privacy.
- h) Be sensitive to other employees' privacy in all locker rooms or changing facilities, and, at all times, treat each other with common courtesy, respect, and professionalism.

### Section B. Safety Committee

Purpose: To develop a committee as defined by state statute, to oversee Aitkin County's safety and health issues as they relate to employees and the public.

The Human Resources Director or designee is designated as the Safety Coordinator who coordinates the Safety Committee. Members of the Safety Committee include a representative from the following departments:

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- (a) Human Resources
- (b) Building Maintenance
- (c) Government Center
- (d) Health & Human Services
- (e) Road & Bridge
- (f) Land Department
- (g) Long Lake Conservation Center
- (h) Sheriff's Office

The Safety Committee will meet on a regular, as-needed basis to review injury claims and safety concerns brought forth by County employees and the public. The Safety Committee will review:

- (a) Accident frequencies and losses
- (b) Overall compliance with the safety program
- (c) Areas in the program that may require broader development
- (d) Status of any outstanding safety recommendations

These reviews ensure the continued direction of the County program. Recommendations by the Safety Coordinator will be brought to the Aitkin County Board of Commissioners for direction and/or action. Meeting minutes will be posted on the Intranet.

See also the [Aitkin County Emergency Action Plan for Employees](#) which covers designated actions Department Heads and Employees must take to ensure employee safety from fires, severe thunderstorms, tornados, floods, and other emergencies. This includes the County's AWAIR/Safety Policy, Workplace Violence Policy, Incident/Injury/Accident Report Form, Media Procedures, Evacuation Procedures, Lock-down Procedures, Bomb Threat Procedures, Bloodborne Pathogens, Lockout/Tagout, and other safety and emergency policies and procedures.

## ARTICLE VIII ORGANIZATIONAL STANDARDS AND RULES

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### Section A. Code Of Ethics

Purpose: To define conflict of interest to Aitkin County employees.

#### CODE OF ETHICS FOR AITKIN COUNTY EMPLOYEES

##### (Conflict of Interest)

###### Definitions

For the purpose of this policy the following definitions shall apply:

- (a) Business means any corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual or any other legal entity that engages either in nonprofit or profit making activities.
- (b) Confidential information means any information obtained under government authority which has not become part of the body of public information and which, if released prematurely or in non-summary form, may provide unfair economic advantage or adversely affect the competitive position of any individual or a business.
- (c) Private interest means any interest, including but not limited to a financial interest, which has not become part of the body of public information and which, if released prematurely or in non-summary form, may provide unfair economic advantage or adversely affect the competitive position of any individual or a business.
- (d) Immediate family means spouse, child, parent, grandparent and spouse of such persons.
- (e) Employee shall include elected officials and all County employees, including department heads.

###### Acceptance of Gifts Or Favors

Employees of the County of Aitkin in the course of or in relation to their official duties, shall not directly or indirectly receive or agree to receive any payment of expense, compensation, gift, reward, gratuity, favor, service or promise of future employment or other future benefit from any source, except the County, for any activity related to the duties of the employee unless otherwise provided by law. The provisions of Minn.Stat. §471.87 and the exceptions set forth in Minn. Stat. . §471.88 shall apply. The acceptance of any of the following shall not be in violation of this Section:

- (a) Plaques or similar mementos recognizing individual services in a field of specialty or to a charitable cause;
- (b) Honoraria or expenses paid for papers, talks, demonstrations or appearances made by employees on their own time for which they are not compensated by the County of Aitkin.

#### Use of Confidential Information

An employee of the County of Aitkin shall not use confidential information to further the employee's private interest, and shall not accept outside employment or involvement in a business or activity that will require the employee to disclose or use confidential information.

#### Use of Property

An employee shall not use or allow the use of County time, supplies, or County owned or leased property and equipment for the employee's private interest or any other use not in the interest of the County, except as provided by law and/or the County's Information Systems' Policy.

#### Conflicts of Interest

The following actions by an employee of the County of Aitkin shall be deemed a conflict of interest and subject to disciplinary action as appropriate:

- (a) Use or attempted use of the employee's official position to secure benefits, privileges, exceptions or advantages for the employee or the employee's immediate family or an organization with which the employee is associated, which are different from those available to the public; or
- (b) Acceptance of other employment, engagement in private business or in the conduct of a profession during the hours for which the employee is employed to work for the County, or outside such hours in a manner, that would affect the employee's usefulness as an employee of the County or affect the employee's independent judgment in exercise of the employee's official duties; or
- (c) Actions as an agent or attorney in any action or matter pending before the County of Aitkin, except in the proper discharge of official duties or on the employee's behalf, or as a member of a local labor bargaining unit.

#### Determination of Conflict of Interest

When an employee believes that the potential for a conflict of interest exists, it is the employee's duty to report the matter to his/her supervisor, or if there is not a supervisor, to the County Board. Such report shall be made within 7 days after the potential for a conflict becomes known. A conflict of interest shall be deemed to exist when a review of the occurrence by the employee or the

employee's supervisor (or the County Board if there is no supervisor) determines that this code of ethics has not been complied with.

#### Resolution of Conflict of Interest

If either the employee or the employee's supervisor determines that a conflict of interest exists, the County Board shall handle resolution of the conflict. NOTE: In the case of conflict of interest involving a County Commissioner, the County Attorney shall handle the resolution.

#### Acceptance of Advantage By County Employee

- (a) No employee of the County in direct contact with suppliers or potential suppliers of the County, or who may directly or indirectly influence a purchased product or products, evaluation contracted services, or otherwise has official involvement in the purchasing or contracting process shall:
  - (i) Have any financial interest or have any personal beneficial interest directly or indirectly on contracts or purchase orders for goods or services used by, or purchased for resale or furnished to the county; or
  - (b) Accept directly from a person, firm or corporation to which a contract or purchase order has been or may be awarded, a rebate gift, money, or anything of value other than as defined in Section B. No such employee may further accept any promise, obligation or contract for future reward.

#### Complaints

If a fellow employee or a non-employee makes a complaint about an employee's compliance with this Policy, the complaint should be initially brought to the attention of his/her department head in private. The department head will notify the subject of the complaint regarding the complaint within 7 days and before addressing the complaint at a public meeting as allowed by law.

#### Violations

Violation of the provisions of this policy shall be grounds for disciplinary action against an employee, up to and including termination of employment.

#### Annual Confirmation

Department Heads will sign an annual confirmation that they have received, read and understood the Aitkin County Code of Ethics Policy and that they are not aware of any violations of such policy. Such confirmation will be filed with the Human Resources Director.

**Section B. Harassment Policy, Including Sexual Harassment and General Harassment**

Purpose: To provide a work environment free of harassment in any form.

Policy Statement

- (a) It is the policy of Aitkin County to maintain a work environment free of harassment and any form of sex discrimination in employment prohibited by Title VII of the Civil Rights Act of 1964 and the Minnesota Human Rights Act. Sexual harassment is unacceptable and will not be permitted. Threats, threatening language or other acts of aggression, harassment, or violence made toward or by any County employee will not be tolerated. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. Any employee found to have acted in violation of this policy will be subject to disciplinary action, up to and including discharge from employment.

General Harassment

- (a) It is Aitkin County's expectation that all employees will be treated with dignity and respect. The County will not in any instance tolerate harassment. Employees found in violation of this policy will be disciplined, up to and including termination.
- (b) Harassment may be intentional or unintentional. However the intention of the alleged harassment is irrelevant. It is the effect of the behavior upon the individual which is important. Aitkin County considers the following types of behavior examples of harassment:
  - (ii) Shouting at an individual in public and/or in private.
  - (iii) Using verbal or obscene gestures.
  - (iv) Personal insults and use of offensive nicknames.
  - (v) Public humiliation in any form.
  - (vi) Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).
- (c) Work direction, constructive criticism, performance management and disciplinary actions are not to be construed as harassment.

Definition from Minnesota Human Rights Act (§363A.03, Subd. 43.)

- (a) "Sexual harassment" includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature when:
  - (i) Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment;
- (b) Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment; or
- (c) That conduct or communication has the purpose or effect of substantially interfering with an individual's employment, or creating an intimidating, hostile or offensive employment environment; and the employer knows or should know of the existence of the harassment and fails to take timely and appropriate action.

Definition from Title VII of the Civil Rights Act of 1964

- (a) Harassment on the basis of sex is a violation of Section 703 of Title VII. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
  - (i) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (b) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (c) Such conduct has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of behavior or conduct which may constitute harassment or sexual harassment may include, but are not limited to the following:

- (a) Verbal
  - (i) Verbal bullying – slandering, ridiculing or maligning a person or his or her family; persistent name calling which is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks;
  - (ii) Unwelcome sexual comments, innuendoes, or suggestions about an individual's body, clothing or sexual activity;

- (b) Discussion of sexual topics, sexual practices, sexual preferences, sexual experiences, sexual jokes and stories;
- (c) Requesting or demanding sexual favors, explicit or implicit suggestions that there is a positive or negative connection between sexual behavior or sexual compliance and any term or condition of employment; or
- (d) Language of an obscene or sexual connotation and stereotypical terms such as "sweetheart," "slut," "stud," or "hunk."
- (e) Non-Verbal
  - (i) Gesture bullying – non-verbal threatening gestures.
  - (ii) Exclusion – socially or physically excluding or disregarding a person in work-related activities.
  - (iii) The display or posting of sexually explicit or graphic pictures, objects or items in the work place such as a "girlie calendar" or cartoons depicting sexual jokes or sexual acts;
- (f) The use of suggestive facial expressions or gestures of a sexual nature; or
- (g) Unwelcome visits to an individual's home, hotel room or areas considered private or outside the work premises.
- (h) Physical
  - (i) Physical bullying – pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault or violence, damage to a person's work area or property.
  - (ii) Kissing, touching, patting, pinching or brushing against a person's body;
  - (iii) Sexual contact; or
  - (iv) Assault and battery.
- (i) This list of examples is not intended to be exhaustive. Other types of behavior or conduct, which are not included in this list, may constitute sexual harassment and be in violation of County policy.

#### Responsibilities

- (a) All County employees and elected officials are required to conduct themselves in a manner consistent with the spirit and intent of this policy.

- (b) Any person who believes he or she has been subjected to harassment or sexual harassment by an employee, officer, agent of the County, or any third person with knowledge or belief of conduct which may constitute harassment or sexual harassment, must report the alleged acts immediately to an appropriate County official. (See Article 8B(4)).
- (c) Department Heads, supervisors, and elected officials are responsible for:
  - (i) Establishing and maintaining a climate in the work unit that encourages all employees to communicate questions or concerns regarding this policy;
- (d) Recognizing incidents which they believe may be harassment or sexual harassment;
- (e) Immediately notifying the Human Resources Director or designee, or County Administrator in writing of harassment allegations so that investigatory procedures may be implemented. The failure of a department head and/or supervisor to report a complaint of harassment may result in disciplinary action; and
- (f) Taking corrective action to eliminate substantiated incidents of harassment or sexual harassment.
- (g) Retaliation against a person who makes a complaint of harassment or participates, testifies or assists in the investigation of a harassment complaint is prohibited. Retaliation includes but is not limited to, any form of intimidation, reprisal or harassment. Retaliation will not be tolerated and may, in and of itself, result in disciplinary action, up to and including discharge from employment.
- (h) The Human Resources Director or designee is responsible for:
  - (i) Informing department heads and supervisors of their obligations under this policy;
  - (i) Informing employees of the County's policy regarding harassment, including providing training and posting of this policy; and
  - (j) Investigating harassment allegations and ensuring that appropriate disciplinary action is consistently and fairly administered.

**Internal Complaint System and Discipline Procedure**

- (a) Reporting: Any person who believes he or she has been subjected to harassment or sexual harassment by an employee, officer, agent of the County, or any third person with knowledge or belief of conduct which may constitute harassment or sexual harassment, must report the alleged acts immediately to an appropriate County official as designated below.



- (b) Appropriate County officials to whom complaints of harassment or sexual harassment should be made include:
- (c) Your supervisor and/or department head;
- (d) The harasser's supervisor and/or department head;
- (e) The Human Resources Director or designee;
- (f) The County Administrator.

If the individual engaging in harassment is an employee's supervisor and/or department head, the aggrieved employee should contact the County Administrator/Human Resources Director or designee. If the individual engaging in harassment is the County Administrator/Human Resources Director or designee, the aggrieved employee should contact a member of the Aitkin County Board.

REPORT IT—DO NOT IGNORE IT!

#### Investigation

- (a) Upon notice of an allegation of harassment or sexual harassment, the Human Resources Director or designee, or someone they designate, will conduct a prompt, fair, and thorough investigation of the complaint. Fair consideration will be given to all the facts presented. All complaints will be handled in a confidential manner to the extent possible pursuant to applicable laws.
- (b) Normally, as the first step of investigation, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. The investigator will attempt to obtain the following information:
  - (i) A description of the incident(s), including date(s), time(s), and place(s);
- (c) Corroborating evidence;
- (d) A list of witnesses; and
- (e) Identification of the offender(s).

#### Prevention of Harassment

Aitkin County will:

- (a) Post notices of County policy and procedures;
- (b) Provide training activities in-house;

- (c) Provide counseling or support services to victims, or arrange for such services provided outside the County.

**Section C. No Smoking, Cannabis (aka Marijuana), Tobacco, E-Cigarettes, or Vaping Products Policy**

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Purpose: To provide an environment free of smoke, cannabis, tobacco, e-cigarettes, and vaping products for Aitkin County employees and citizens. This policy applies to all employees, applicants, visitors, and contractors on county property.

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The Aitkin County Board of Commissioners acknowledges the Minnesota Clean Indoor Air Act, House File #79, Chapter 211, Laws, 1975, Enacted August 1, 1975, Minnesota Statutes \$144.411 to \$144.417 regarding "Smoking in Public Places."

- (a) All Aitkin County buildings will be smoke-free, cannabis-free, tobacco-free, e-cigarette and vape-free. Additionally, no use of these products is allowed in any county vehicle, equipment, or on lawn mowers or other ride-on equipment.
- (b) Smoking cigarettes, e-cigarettes, or vaping (non-THC) is permitted beyond 25 feet of any building entrance or exit, or in private automobiles provided no non-smokers are present.
- (c) The responsibility for the enforcement of this policy is delegated to Department Heads, both elected and appointed.

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**Section D. Drug and Alcohol Free Workplace Policy**

**Purpose**

Aitkin County is committed to protecting the safety, health and well-being of all employees and individuals in the workplace. The county recognizes that alcohol abuse and drug use pose a significant threat to job performance and the safety and security of county operations. The county has established a drug and alcohol free workplace program that balances respect for individuals with the need to maintain a drug and alcohol free environment.

**(a) Prohibitions/Requirements**

All employees are accountable for maintaining a drug and alcohol free workplace by adhering to the following during work hours, while on the county's premises, or wherever the county's work is being performed:

- No employee shall report to work under the influence of illegal drugs, alcohol, cannabis, or controlled substances. No employee shall report to work under the influence of prescription drugs which adversely affect their alertness, reaction, response, judgment, decision-making, or safety.
- No employee shall operate, use, or drive any equipment, machinery, or vehicle of the county while under the influence of prescription drugs which adversely affect their alertness,

reaction, response, judgment, decision-making, or safety, or while under the influence of illegal drugs, alcohol, cannabis, or controlled substances. Such employee is under an affirmative duty to immediately notify his/her supervisor that he/she is not in an appropriate mental or physical condition to operate, use, or drive county equipment or his/her personal vehicle while on county business.

- During work hours, including rest and lunch breaks, or while on the county's premises, or while operating the county's vehicle, machinery or equipment, no employee shall use, sell, manufacture, possess, or transfer illegal drugs or alcoholic beverages.
- The required transportation or possession of illegal drugs, alcohol, cannabis, or controlled substances as a result of performing official peace officer duties or undercover operations by order of the Sheriff is not considered in violation of this policy.
- Supervisors shall notify the appropriate law enforcement agency when they have reasonable suspicion to believe that an employee may have illegal drugs in their possession during work hours, or on county premises, or while operating the county's vehicle, machinery or equipment.
- Any employee engaging in the off-duty manufacture, sale, transfer, use, or possession of illegal drugs or controlled substances is subject to discipline up to and including termination of employment.
- Any employee convicted of manufacturing, using, selling, distribution or possessing a controlled substance in the workplace shall notify the county via the Human Resource Director within five (5) days of the conviction. The county will take appropriate action within thirty (30) days of notification. Appropriate action may include (a) personnel action against the employee, up to and including termination, or (b) require the employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.
- The county, as the employer, may be required to report any workplace drug crimes to a federal contracting agency within ten (10) calendar days of receiving notice of a conviction.

**(b) Drug and/or Alcohol Testing**

Any drug and/or alcohol testing undertaken by the county shall be in accordance with Minnesota Statutes 181.950-.957, the Minnesota Drug and Alcohol Testing in the Workplace Act, as amended. Any employee who has a confirmed positive drug or alcohol test may be removed from their position pending review by the county and a decision regarding the employee's status. The first time an employee has a confirmed positive test result, said employee will be given an opportunity to participate in either drug or alcohol counseling or a rehabilitation program. The employee will be responsible for expenses incurred for the counseling or rehabilitation program. The employee may be subject to disciplinary action up to and including termination of employment. Any employee desiring information concerning drug or alcohol abuse counseling and/or rehabilitation programs is encouraged to contact the county's Employee Assistance Program (EAP).

For classifications requiring Commercial Driver's License (CDL), the drug and/or alcohol testing provisions are governed by the Omnibus Transportation Employee Testing Act of 1991 and the Federal Motor Carrier Safety Administration. Testing protocols that are unique to CDL classifications are referenced in [refer to existing policy for CDL holders].

**(c) Data Disclosure**

The county will not disclose the drug and/or alcohol test result reports and other information acquired in the drug and alcohol testing process to another employer or to a third party individual, governmental agency, or private organization without the written consent of the employee tested, unless permitted by law or court order.

**(d) Pre-Employment Testing**

Applicants for positions shall be notified of the required drug and alcohol testing at the time of application for employment. Pre-employment drug testing will be given after a conditional offer of employment has been made. Receipt of a negative drug test result is required prior to employment.

**(e) Post Incident Testing**

All employees will be subject to drug and alcohol testing when the following conditions occur:

- an accident involving a citation for unsafe or unlawful operation of a county vehicle or county owned motorized equipment;
- an accident involving a fatality;
- an accident involving a county vehicle, county motorized equipment or county machinery requiring immediate medical treatment for any party, away from the accident site.

**(f) Reasonable Suspicion Testing**

All employees may be subject to drug and alcohol testing if the county has a reasonable suspicion that the employee:

- is under the influence of drugs or alcohol;
- has violated the county's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the county's premises or operating the county's vehicle, machinery, or equipment;
- has sustained a personal injury arising out of and in the course of employment, or has caused another person to sustain a personal injury; or
- has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

A reasonable suspicion referral for testing will be made on the basis of specific facts and rational inferences drawn from those facts.

**(g) Routine Physical Examination Testing**

An employee may be required to undergo drug and alcohol testing as part of a routine physical examination which will occur not more than once annually. The employee will be given at least two (2) weeks written notice that a drug or alcohol test is being required as part of the physical examination.

**(h) Random Testing**

Employees in safety-sensitive positions may be subject to drug and alcohol testing on a random selection basis. Employees in non-safety sensitive positions are not subject to random drug and alcohol testing procedures, except an employee who tests positive may be required to undergo random drug and alcohol tests pursuant to treatment program testing.

**(i) Treatment Program Testing**

The county may request or require an employee to undergo drug and alcohol testing if the employee has been referred by the county for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan. In this case, the employee may be requested or required to undergo drug or alcohol testing without prior notice during the evaluation or treatment period and for up to two (2) years following completion of any prescribed chemical dependency treatment program.

**(j) Employee Rights during Drug and/or Alcohol Testing**

If an employee or job applicant refuses to take an alcohol or drug test, no test shall be given. However, if an employee refuses a test, they will be considered insubordinate and will be subject to disciplinary action, up to and including termination of employment. A job applicant who refuses to take a drug or alcohol test shall be deemed to have withdrawn their application for employment.

No employee or job applicant who refuses to undergo drug or alcohol testing of a blood sample upon religious grounds shall be deemed to have refused unless the employee or job applicant also refuses to undergo drug or alcohol testing of a urine sample.

Within three (3) working days after receipt of a test result report, the county will inform the employee or job applicant of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test, and of the employee's or job applicant's right to request and receive from the county a copy of the test result report. An employee or job applicant who tests positive for drug use will be given written notice of the right to explain the positive test, and the county may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

An employee or job applicant has a right to offer the county a written explanation of a positive test result on a confirmatory test within three (3) working days after notice of the positive test result. They also have the right to request within five (5) working days after notice of a positive test result a confirmatory retest of the original sample at another licensed testing laboratory at the employee's or job applicant's own expense.

**(k) Consequences of Violations**

An employee violating this policy may be referred to treatment and/or be subject to disciplinary action up to and including termination of employment. Each situation will be reviewed on a case-by-case basis evaluating the severity and circumstances involved.

An employee will not be disciplined or discharged on the basis of a positive test result that has not been verified by a confirmatory test. An employee will not be discharged based on the employee's first confirmed positive test result unless: (1) the county has given the employee an opportunity to participate in either a drug or alcohol counseling or rehabilitation program, whichever is appropriate; and (2) the employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a confirmed positive test result after completion of the program.

**(l) Employee Notification of this Policy**

The county will post notice that this policy providing for drug and alcohol testing has been adopted, and the county will provide a copy of this policy to every employee currently employed by the county. New employees of the county will receive a copy of this policy with their orientation materials. Every job applicant subject to drug and alcohol testing will be given a copy of this policy prior to any testing. Copies of this policy are available for inspection during regular business hours.

**(m) Non-Discrimination**

The county's policy on work-related substance abuse is non-discriminatory in intent and application. In accordance with Minnesota Statutes, Chapter 363A, disability does not include any condition resulting from alcohol or drug abuse which prevents a person from performing the essential functions of the job or constitutes a direct threat to property or the safety of individuals. In accordance with the Americans with Disabilities Act, an individual who is currently engaging in the illegal use of drugs is not a "qualified individual with a disability" when the employer acts on the basis of such use.

**Section E. Job Classification**

**Classification Plan**

Job classifications are shown in Appendix B.

These policies and procedures express the Aitkin County Board of Commissioners' intent to maintain a County-wide plan which conforms with Comparable Worth standards found in Minnesota Statute §471.991-§471.999 related to local governments in Minnesota.

The County Job Classification Plan provides a way for individual County jobs to be evaluated and classified according to their comparable work value. Each County job shall be evaluated and placed in a specific classification and pay grade to ensure compliance with pay equity requirements. The County Administrator shall provide a consistent format for position descriptions throughout the County, and a consistent process for evaluating jobs and assigning them to the appropriate pay grade.

It is the inherent right of management to redesign jobs, restructure jobs, and create new jobs in meeting the objectives of the County. From time to time, management will need to create new classifications to better respond to the needs and challenges of Aitkin County. The Plan shall be developed and maintained so that positions substantially similar with respect to knowledge and skills, supervisory authority, and working conditions, are included within the same class; and that the same schedules of compensation shall apply to all positions in the job class, as allowed by collective bargaining agreements.

Position Descriptions: Each job in the County shall have a corresponding position description. The position description shall define the following elements of each position:

- (a) Objective or summary of the position;
- (b) Essential job duties and responsibilities;
- (c) Supervisory authority of the position, if any;
- (d) Required Knowledge, Skills, and Abilities;
- (e) Required education, work experience, licenses and certifications;
- (f) Physical demands and working conditions;
- (g) Minimum or preferred qualifications; and
- (h) Fair Labor Standards Act (FLSA) status.

#### Position Reclassification

- (a) Position reclassification becomes necessary when a significant change takes place in the scope of the position.
- (b) The County shall review the Classification Plan periodically to ascertain whether or not it corresponds with existing conditions in the County service, and to make any revisions, where necessary.
  - (i) Department heads or their designees are encouraged to review position descriptions during annual performance appraisals and to inform the Human Resources Director of any revisions necessary in the position description, noting if there is a significant change in the nature or scope of the work performed in the job classification. The Human Resources Director is responsible for assisting the Department Head to make revisions. The County Administrator will approve position description revisions if the revisions will result in a lower grade level. County Board approval is required when positions are reclassified to higher grade levels.

- (c) Consideration for job classifications that experience significant change will be handled on a case-by-case basis with the department head notifying the Human Resources Director of the changes and reasons for the changes.
- (d) The County Administrator or designee shall determine whether a position description substantially matches an existing classification. Position descriptions that do not substantially match an existing classification will be forwarded to the consultant or other authority responsible for evaluating positions in accordance with the County's classification plan. The evaluation shall include an objective methodology to evaluate the jobs, the assignment of points and pay grades accordingly, the documentation to support the decision, and notification to the Human Resources Director of the decisions. The Human Resources Director shall notify the affected employee(s) and department head of the result of the evaluation, the effective dates of any change in pay grade, and actual salary.
- (e) A FLSA non-exempt employee whose job classification is upgraded, within the DBM classification system, will be placed in the new pay range that results in at least a \$0.75 per hour increase. A FLSA exempt employee whose job classification is upgraded, within the DBM classification system, will be placed in the new pay range that results in at least a \$1,560.00/year increase (pro-rated if reclassification occurs mid-year).
- (f) If a position is evaluated at a lower pay grade, within the DBM classification system, the employee will be placed on their current step in the new lower grade, and the employee's salary shall be frozen until such time when their grade and step placement exceeds their current pay rate.
- (g) Pay adjustments due to position reclassification will be applied prospectively, not retroactively. The effective date of any pay adjustment shall be January 1st or the first day of the first pay period following Board approval of the classification change. Agreement with the exclusive representative will be sought prior to Board action when necessary and changes must comply with the provisions of the union contract.

#### Periodic Classification Review

- (h) In the event that an employee requests a classification review and the department head elects to not bring the request to the Human Resources Director, the employee may appeal his or her classification by presenting facts to the Human Resources Director within ten (10) working days following the department head's response to the employee. The appeal to the Human Resources Director will be in writing and will include the department head's response.



- (i) The Human Resources Director will review the facts and respond to the employee within sixty (60) calendar days of receipt of the appeal. If the Human Resources Director agrees with the department head, the decision made by the Human Resources Director will submit the facts to the County Administrator for resolution. If the Human Resources Director agrees with the employee, the facts will be submitted to the County Administrator for resolution, and the decision made by the County Administrator will be final.
- (j) Periodic classification reviews can be requested by employee(s) of a particular job class, to their department head, once every 24 months when significant change has occurred to the job.

#### Classification Changes Initiated By the Human Resources Director

The Human Resources Director, when he or she deems appropriate, may re-classify the grade of a position up or down one grade after documenting the reason in writing and discussing with the supervisor and/or Department Head and obtaining the approval of the County Administrator. This action may be accomplished in cases where internal rankings do not conform to practiced lines of authority (i.e., office hierarchy or supervisory authority) but may also account for market relationships as well. This recommendation would be presented to the County Board for approval.

#### New Positions

If a new position classification is created, it will be the responsibility of management to define and determine essential requirements and duties of the position. The Human Resources Director will work with department heads and supervisors to develop the position description in a format consistent with all position descriptions. The position description will be assigned to a classification under the classification plan and to an appropriate pay grade in the compensation plan. Final approval of any new position classifications will require County Board approval.

#### **Section F. Employee Recognition Service Awards**

**Goal:** To improve employees' health and well-being and help create a positive work environment for employees, increase employee performance, engage employees, and maintain positive employee morale.

**Purpose:** The employer wishes to recognize and appreciate its employees in a way that is meaningful and aids in building a culture of continuous employee wellness and recognition.

**Objective:** To establish and operate a program of preventive health and employee recognition services for employees, providing necessary staff, equipment, and facilities to achieve the objectives of the program, consistent with the spirit and intent of MN Stat. 15.46.

Our employees are our most valuable assets. Workplace health and recognition programs integrating nutrition, physical activity and mental wellness are effective in reducing stress levels, combating back pain, limiting sedentary behavior, preventing obesity, reducing chronic diseases

(i.e. heart disease, stroke, hypertension, diabetes, depression, cholesterol), increasing productivity through better cognitive performance, enhancing satisfaction and employee morale, reducing absenteeism levels and workplace healthcare costs.

1. Department heads and immediate supervisors will recognize employees who have completed service with Aitkin County in 5 year increments. Full-time employees who reach 5 year milestones (5, 10, 15, 20 years) may select from \$75 taxable cash through payroll (\$100 at 25 years, \$125 at 30 years, \$150 at 35 years), or 4 hours of vacation/PTO time being added to their accrual bank, whichever they value most. Part-time employees who reach 5 year milestones may select from a \$25 taxable cash through payroll or 2 hours of vacation/PTO time being added to their accrual bank, whichever they value most.
2. Department heads and immediate supervisors will look for opportunities throughout the year to recognize employees with verbal acknowledgment or provide them with a personal note or card for excellent performance in their work or as part of a team, for contributing to a positive and supportive work environment, and for excellence in customer/client/inmate service. Cards are available in the Human Resources office.
3. Flexible hours for staff may be arranged with the Department Head or designee to accommodate physical activity during the day or to participate in medically-sponsored programs such as smoking cessation or chronic disease prevention, provided the normal scheduled hours of work fall between 6:00 a.m. and 7:00 p.m., as specified in Article III, Employment, Section G, Hours of Work.
4. The Health Promotion Team will offer low-cost, healthy food options in break rooms where space and customer participation (sales volume) is deemed feasible. Any profits acquired from these purchases shall be returned to employees on a reasonable and uniform basis, such as shared with the health promotion team to implement incentive-based programs to encourage physical activity or offer onsite fitness opportunities such as group classes, yoga, or personal training, as determined by the County Administrator.
5. The employer encourages employees to engage in stretching and walking during their rest breaks.

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**Section G. Emotional Support Animal / Pet Policy**

Employees do not have an automatic right to bring a pet or an emotional support animal into the workplace. Individuals with disabilities may request a reasonable accommodation from the employer by contacting the Human Resources Director.

# ARTICLE IX FORMS AND ATTACHMENTS

## Section A. Appendix A, Salary Schedule

Employees covered by these compensation guidelines shall receive an annual salary or wage as approved by the Aitkin County Board of Commissioners. Salary increases will take effect January 1 for all positions, unless noted otherwise.

Within Range Movement While on the Open Range pay scale, all employees not at the maximum pay shall receive a minimum of a 2% within range movement on January 1, not to exceed the maximum pay in addition to any negotiated general adjustment increases and within range movement. This 2% does not apply if the State of Minnesota institutes a levy limitation. If the Open Range pay scale is eliminated, the 2% language shall not apply.

### January 1, 2023

On January 1, 2023, full-time and part-time employees will receive 5% within range movement, not to exceed the scale maximum.

LLCC, temporary, and seasonal employees will be reviewed on an individual basis with any increases subject to County Administrator approval. Refer to separate LLCC scale.

### January 1, 2024

On January 1, 2024, full-time and part-time employees will receive 5% within range movement, not to exceed the scale maximum.

LLCC, temporary, and seasonal employees will be reviewed on an individual basis with any increases subject to County Administrator approval. Refer to separate LLCC scale.

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AITKIN COUNTY		
OPEN RANGE SCALE EFFECTIVE JANUARY 1, 2022		
Grade		MIN FLSA
20		\$
19		\$
18		\$
17		\$
16		\$
15		\$
14		\$
13		\$
12		\$
11		\$
10		\$
9		\$
8		\$
7		\$
6		\$
5		\$
4		\$
3		\$
2		\$
1		\$

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On 1/1/2022.

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(COUNTY BOARD ADOPTED May 10, 2022)

OPEN RANGE SCALE FOR JANUARY 1, 2023

Grade	MIN	MAX	MIN	MAX
	FLSA Non-Exempt		FLSA Exempt	
20	\$ 50.90	\$ 70.34	\$105,881.95	\$146,305.16
19	\$ 49.02	\$ 67.73	\$101,967.89	\$140,877.52
18	\$ 47.14	\$ 65.12	\$ 98,053.83	\$135,449.88
17	\$ 45.26	\$ 62.51	\$ 94,139.76	\$130,022.23
16	\$ 43.38	\$ 59.90	\$ 90,225.70	\$124,594.59
15	\$ 41.50	\$ 57.29	\$ 86,311.64	\$119,166.94
14	\$ 39.61	\$ 54.68	\$ 82,397.58	\$113,739.30
13	\$ 37.73	\$ 52.07	\$ 78,483.51	\$108,311.65
12	\$ 35.85	\$ 49.46	\$ 74,569.45	\$102,884.01
11	\$ 33.97	\$ 46.85	\$ 70,655.39	\$ 97,456.37
10	\$ 32.09	\$ 44.24	\$ 66,741.33	\$ 92,028.72
9	\$ 30.20	\$ 41.64	\$ 62,819.33	\$ 86,601.08
8	\$ 28.32	\$ 39.03	\$ 58,903.94	\$ 81,173.43
7	\$ 26.44	\$ 36.42	\$ 54,988.54	\$ 75,745.79
6	\$ 24.56	\$ 33.81	\$ 51,094.78	\$ 70,318.15
5	\$ 22.68	\$ 31.20	\$ 47,179.39	\$ 64,890.50
4	\$ 20.80	\$ 28.59	\$ 43,264.00	\$ 59,462.86
3	\$ 18.92	\$ 25.98	\$ 39,348.61	\$ 54,035.21
2	\$ 17.04	\$ 23.37	\$ 35,433.22	\$ 48,607.57
1	\$ 15.15	\$ 20.76	\$ 31,517.82	\$ 43,179.92

OPEN RANGE SCALE FOR JANUARY 1, 2024

Grade	MIN	MAX	MIN	MAX
	FLSA Non-Exempt		FLSA Exempt	
20	\$ 52.94	\$ 73.15	\$110,117.23	\$152,157.37
19	\$ 50.98	\$ 70.44	\$106,046.60	\$146,512.62
18	\$ 49.03	\$ 67.72	\$101,975.98	\$140,867.87
17	\$ 47.07	\$ 65.01	\$ 97,905.35	\$135,223.12
16	\$ 45.11	\$ 62.30	\$ 93,834.73	\$129,578.37
15	\$ 43.16	\$ 59.58	\$ 89,764.10	\$123,933.62
14	\$ 41.20	\$ 56.87	\$ 85,693.48	\$118,288.87
13	\$ 39.24	\$ 54.16	\$ 81,622.85	\$112,644.12
12	\$ 37.28	\$ 51.44	\$ 77,552.23	\$106,999.37
11	\$ 35.33	\$ 48.73	\$ 73,481.61	\$101,354.62
10	\$ 33.37	\$ 46.01	\$ 69,410.98	\$ 95,709.87
9	\$ 31.41	\$ 43.30	\$ 65,332.10	\$ 90,065.12
8	\$ 29.45	\$ 40.59	\$ 61,260.09	\$ 84,420.37
7	\$ 27.49	\$ 37.87	\$ 57,188.09	\$ 78,775.62
6	\$ 25.55	\$ 35.16	\$ 53,138.58	\$ 73,130.87
5	\$ 23.59	\$ 32.45	\$ 49,066.57	\$ 67,486.12
4	\$ 21.63	\$ 29.73	\$ 44,994.56	\$ 61,841.37
3	\$ 19.67	\$ 27.02	\$ 40,922.55	\$ 56,196.62
2	\$ 17.72	\$ 24.30	\$ 36,850.54	\$ 50,551.87
1	\$ 15.76	\$ 21.59	\$ 32,778.54	\$ 44,907.12

**Section B. SEASONAL AND TEMPORARY EMPLOYEE WAGE SCALE**

Seasonal and temporary employee wages will be determined by the County Administrator or designee. Seasonal and temporary employees will typically be paid between the MIN and 15% above the minimum pay, depending on experience and qualifications.

Guidelines:

- Grade 3, Seasonal Equipment Operator, Seasonal Boat & Water Safety Officer
- Grade 2, Election Clerk, Temporary Clerical Worker, Seasonal Crew Leader, Survey Crew Technician, Survey/Construction Staking Laborer
- Grade 1, Seasonal Park Laborer, Substitute Cook, Substitute Custodian

Other Temporary and Seasonal Positions, including but not limited to all LLCC Substitutes and LLCC Seasonal Staff will be determined by the County Administrator or designee.

**Section B. Appendix B, Job Classifications**

Click here to request a current job classification list.

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**Deleted:** Part-time or full-time employees who resign or retire at a rate higher than Step D, and are asked by the employer to stay on to provide substitute/intermittent services will be red-circled at their higher wage, but not eligible for general adjustment or step increases beyond the Step D rate.¶  
*(File note: These seasonal and temporary positions are paid on the non-union 'open range' scale, the Step D reference is cited only for rate purposes. Actual wage increases for these positions may fall in between steps on the uniform wage 'step schedule'.)¶*